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I recommend you seek legal and/or technical advice before signing a sale and purchase agreement or other contractual documents.

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Stowe Properties Limited, Castle Hill Village Limited, Thomas CRAIG and Sally Anne BREMNER

Grantee

Surname(s) must be underlined or in CAPITALS.

Stowe Properties Limited, Castle Hill Village Limited, Thomas CRAIG and Sally Anne BREMNER

Grant* of easement or profit à prendre or creation or 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).

Dated this day of 2009

Attestation

	Signed in my presence by the Grantor
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrictive covenant	Deposited Plan 418001	Lots 1-47, 49 and 50 CTs 469201-469247, 469249 and 469250 Lot 10 DP 12836 CT CB9F/46	Lots 1-47, 49 and 50 CTs 469201-469247, 469249 and 469250 Lot 10 DP 12836 CT CB9F/46

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 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].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

1. Background

- A. The grantor wishes to establish restrictive covenants over each of the servient tenements set out in Schedule A for the benefit of all of the Dominant tenements set out in Schedule A.
- B. Section 56 of the Property Law Act 2007 provides that a grantor may convey to itself.
- C. Section 278 of the Property Law Act 2007 provides that a covenant for the purposes of or incidental to any conveyance of property made by a grantor with itself will be as valid as if made by another.
- D. It is the intent of the grantor and grantee that the Land Covenants will be restrictive covenants running for all time to bind each of the servient tenements in Schedule A for the benefit of all the Dominant tenements set out in Schedule A.

2. Definitions

2.1 In these Land Covenants unless the context otherwise requires:

Accessory Building means any residential flat, garage, shed, deck or other utility building associated with the Dwelling, whether such Accessory Building is separate from or attached to the Dwelling;

Developer means Stowe Properties Limited who is also a grantor or its nominee;

Development means the development located at Black Rock, Banks Peninsula including but not limited to existing and any future facilities and amenities, dwellings, roading, footpaths, access ways, open spaces, trees, street furniture and all other associated infrastructure of which the Lot forms part;

Dominant Owner(s) means the owner from time to time of those Dominant tenements and/or the Grantee set out in Schedule A;

Dwelling means one self contained building (or group of buildings) to be used solely for residential purposes by one or more persons who form a single household unit and may include:

2.1.1 an attached residential flat contained within such a building; and

2.1.2 any Accessory Building;

Fence means any solid structure having a low visual transparency which may be erected on any boundary of the Lot with the intent of dividing or creating a barrier between the Lot and any adjoining Lot, Legal Road or other property;

Land means:

2.1.3 Lots 1-47, 49 and 50 on Deposited Plan 418001 comprised in Certificates of Title 469202-469247 and 469249; and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

2.1.4 Lot 10 Deposited Plan 12836 comprised in Certificate of Title CB9F/46.

Land Covenants means the covenants contained in this Annexure Schedule 2;

Legal Road means all parts of any road vested in the Local Authority as legal road and includes the carriageway, footpaths, kerbing, driveways and any landscaped areas within the legal road;

Local Authority means the Christchurch City Council;

Lot means any of those Lots numbered 1-47, 49 and 50 on Deposited Plan 418001 and Lot 10 on Deposited Plan 12836 on the Subdivision Plan;

Schedule A means Schedule A of Annexure Schedule 1 of this Instrument;

Servient Owner(s) means the owner from time to time of those servient tenements and/or the Grantor set out in Schedule A;

Subdivision Plan means the plan of subdivision incorporating all of the Lots; and

Works means the building, construction or erection of any Dwelling and/or Accessory Building on the Lot and includes any laying out, compacting, excavation, filling, levelling or other works preparatory to the commencement of such building, construction or erection.

3. Covenants

3.1 The Grantor as registered proprietor of their respective servient tenements set out in Schedule A covenants for the benefit of the Grantee as registered proprietor of their respective dominant lots set out in Schedule A as follows: The Grantor shall not:

3.1.1 **Single Dwelling:** Erect or place upon the Land any building other than a Dwelling and usual appurtenances nor permit any subdivision of the Land either in fee simple or under the Unit Titles Act 1972 or by way of cross-lease or any other similar device (**Subdivision**). Notwithstanding the provisions of this clause, Lot 47 may be subdivided but no building other than a Dwelling and usual appurtenances shall be erected or placed on each of the subdivided lots.

3.1.2 **Approval of Plans:** Erect any Dwelling, garage or domestic outbuilding or commence any other construction work including fencing, paving or landscaping or allow any subsequent alterations or additions to existing structures on the Land without obtaining the Developer's written approval to the site plans, location of the building, specifications and building plans pertaining to such work. Approval under this clause will be given at the Developer's sole discretion and only if the Developer or its appointed nominee is satisfied that the building design, cladding, materials, roofing and colour scheme are in harmony with the standard and style of the Subdivision.

3.1.3 **Floor Area:** Erect any Dwelling on the Land unless the floor area of the Dwelling (measured from the outer face of the external walls) is a minimum of 150 m2 excluding any garage, verandah, outdoor patio or outbuildings.

3.1.4 **No Relocatable Buildings:** Except as expressly permitted by clause 3.1.8 herein, erect or place on the Land any secondhand building or relocated building or any caravan, hut, shed, ancillary

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Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

building intended to be used as a residential dwelling or temporary dwelling, or use any second hand materials in the construction of any Dwelling, garage or outbuilding on the Land.

3.1.5 **No Occupation:** Occupy the Land or use the Land as a residence until the Dwelling has been completed in accordance with the plans and specifications approved pursuant to 3.1.2 above and the requirements of the local or statutory authority. The Grantee shall supply to the Developer a copy of the local council's Code of Compliance prior to occupation.

3.1.6 **No Commercial Activity:** Permit, engage in or suffer any commercial or business activity to be carried out on the Land.

3.1.7 **Fencing:**

(a) Erect or place upon the Land any boundary fence other than a post and wire fence and such fence shall not exceed 1.2 metres in height.

(b) Erect or place upon the Land (other than boundary fences) any fence or wall that:

(i) is not attached to a Dwelling;

(ii) exceeds 1.8 metres in height;

(iii) exceeds 8 metres in length; and

(iv) intrudes into the minimum setback requirement of 1.5 metres from any boundary.

(c) Permit the aggregate length of all fences and walls (other than boundary fences) to exceed 20 metres in length.

3.1.8 **Temporary Buildings:** Place, erect or install on the Land any form of temporary accommodation other than a builder's shed for the purpose of the builder's usual day to day use, such shed to be erected not more than 14 days prior to issue of the building consent removed upon completion of the Dwelling.

3.1.9 **Complete Construction:** Permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three months and the Grantor shall ensure that construction of any such building is completed within 24 months of the date that building work commences.

3.1.10 **No Aerials:** Erect, install or cause to be erected or installed on the Land any radio mast or aerial which projects to a height more than 2 metres above the highest point of any building on the Land and shall not erect, install or cause to be erected or installed any satellite or receiving dish with a finished height of more than 2 metres above the highest point of any building on the Land or with a dish diameter of more than 2 metres.

~~3.1.11 **No Gates:** Keep or cause to be kept on the Land any gates.~~

3.1.12 **No Animals:** Keep any other animals other than domesticated pets and allow such pets to be kept where they are likely to cause a nuisance or annoyance to other neighbouring occupiers.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

- 3.1.13 **Maintenance:** Fail to maintain the Land and property in a neat, tidy and attractive condition, free from all rubbish and excessive growth of grass or other vegetation at any time.
- 3.1.14 **Building Height:** In respect of Lots 16-22 allow the highest point of any building to be no less than 1 metre below the kerb line of Area B on Deposited Plan 418001.
- 3.1.15 **Surplus Material:** Keep, allow or cause any surplus cut material resulting from excavation works for buildings to be left on the Land.
- 3.1.16 **Walls and Terracing:** Construct or build terracing other than what is required for reasonable curtilage, driveways, pathways, vehicle maneuvering areas and vegetable gardens. The Grantor shall comply with the following requirements that:
 - (a) no retaining wall shall exceed 1.5 metres in height;
 - (b) all retaining walls shall be faced with natural locally sourced (Banks Peninsula) stone;
 - (c) no terracing shall occur beyond 10 metres of any Dwelling except that one area terracing beyond 10 metres of any Dwelling (remote terracing) will be allowed per site, provided it does not exceed 20 square metres in area; and
 - (d) any terracing shall not exceed an aggregate total area of 120 square metres (including any remote terracing).
- 3.1.17 **Colour and Reflectivity:** Use external colour finishes other than dark recessive colours on buildings constructed on the Land including the roof but excluding fascias, window and door trims. The permitted colours will include all of the tertiary hues of browns, green and grey. Maximum reflectivity must not exceed 30%. Should external cladding materials comprising stone and unpainted or unstained timber have a higher reflectivity than 30% will be acceptable.
- 3.1.18 **Sub-Floor Cladding:** Permit or cause areas beneath the ground floor level of Dwellings erected on the Land where the ground clearance exceeds 2 metres, to be other than fully clad, nor shall the Grantor permit or cause the spacing between cladding materials to exceed 75 millimetres.
- 3.1.19 ~~Planting: Except for vegetable gardens, permit or cause any planting on the Land, (except within 6 metres of any Dwelling), of plants that are not indigenous to New Zealand.~~
- 3.1.20 **Stormwater Detention Tanks:** Erect or place any stormwater detention tanks on the Land unless such tanks are concealed beneath Dwellings and therefore hidden from view. Where this is not reasonably practicable, the Grantor shall ensure that all stormwater detention tanks are buried as deeply as is practicable and shall ensure that any part of the tank protruding above ground level is screened by planting capable of screening the tank from view within two growing seasons from the time the tank is installed on the Land.

4. Disputes

- 4.1 If a dispute arises between parties who have a registered interest in relation to the provisions of this instrument:
 - 4.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party;

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Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

- 4.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- 4.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties, or failing agreement to be appointed by the President of the Canterbury District Law Society.

5. Breach of Covenants

- 5.1 Should the Grantor fail to comply with or complete the covenants contained in the preceding clauses, the Grantor shall without prejudice to any of the Grantee's other rights or remedies:
 - 5.1.1 pay to the Grantee liquidated damages at the rate of \$250.00 per day, from the date on which the Grantee notifies the Grantor of the failure until the date the Grantor remedies the failure, which shall be payable to the Grantee immediately upon receipt of a written demand for payment from the Grantee or from the Grantee's solicitors;
 - 5.1.2 pay to the Grantee any costs incurred by the Grantee in enforcing or remedying a breach of any of the covenants herein contained;
 - 5.1.3 remove or cause to be removed from the property, any building, structure or improvement so erected, or completed in breach or non observance of the covenants contained herein;
 - 5.1.4 agree that the Grantee shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained herein, nor be liable to the Grantor for any breach thereof by any of the registered proprietors from time to time in the Subdivision; and
 - 5.1.5 covenant that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims, damages and demands in respect of breaches by the Grantor of any of the covenants herein contained.
- 5.2 It is agreed that the Grantee shall be able to recover its costs of remedying any of the Grantor's defaults under these covenants upon demand and until such costs are paid to the Grantee they shall bear interest at the rate of 10% per annum above the Grantee's current bank overdraft interest rate.

6. Conflict

- 6.1 In the event of conflict between the within restrictive covenants and the requirements and restrictions contained in subdivision consent RMA92004981 (**Consent**), the Consent shall prevail.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Easement variation instrument to vary easement or *profit à prendre* or land covenant
(Sections 90C and 90F Land Transfer Act 1952)

2009/6231EF
APPROVED
Registrar-General of Land

Grantor

See Annexure Schedule

Grantee

See Annexure Sschedule

Variation of Easement, *profit à prendre* or Covenant

The terms, covenants or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A are hereby varied, negatived or added to, as set out in Schedule B.

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement; <i>Profit</i> or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	8122748.15	Lots 1-47, 49 and 50 on DP 418001 Certificates of Title 469201-469247, 469249 and 469250 Lot 10 DP 12836 Certificate of Title CB9F/46	Lots 1-47, 49 and 50 on DP 418001 Certificates of Title 469201-469247, 469249 and 469250 Lot 10 DP 12836 Certificate of Title CB9F/46

Schedule B

Continue in Annexure Schedule, if required

That the covenants contained in Annexure Schedule 2 of Easement Instrument 8122748.15 be varied as follows:

1. Clause 3.1.11 is deleted; and
2. Clause 3.1.19 is deleted.

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Variation Instrument

Continue in additional Annexure Schedule, if required

GRANTOR

STOWE PROPERTIES LIMITED, BONE ENTERPRISES LIMITED, JAN ELIZABETH BONE, NATHASON VONGVATANAPUNTU, PORNKAMON JAREONTHAMASUK, JOHN ROGER PARKES, ANDREW STEWART THOMAS, BRIDGET MARY THOMAS, JAMES STEWART SLACKE, ALISON LOUISE SLACKE, ERROL MERVYN SAUNDERS, SUSAN BRONWYN SAUNDERS, MICHAEL PALMER WOLFE, DONNA MILES, THOMAS CRAIG, SALLY ANNE BREMNER, PETER ROLAND OLIVER, PETER WALLACE PHILLIPS, CAROLINE MARGARET OLIVER, JOHN BRUCE SANDERS, ANNE LORRAINE SANDERS, GEOFFREY CHILDERS SAUNDERS, LEE MICHAEL CHRISTOPHER ROBINSON, MICHAEL JOHN ANTHONY, JANE ELEANORE REID ANTHONY, RICHARD OLIVER CHAPMAN, DOREEN FRANCES CHAPMAN, MURRAY IAN WITHERS, CASTLE HILL VILLAGE LIMITED, MARK GERARD KLOUWENS AND OLENA YATSYK.

GRANTEE

STOWE PROPERTIES LIMITED, BONE ENTERPRISES LIMITED, JAN ELIZABETH BONE, NATHASON VONGVATANAPUNTU, PORNKAMON JAREONTHAMASUK, JOHN ROGER PARKES, ANDREW STEWART THOMAS, BRIDGET MARY THOMAS, JAMES STEWART SLACKE, ALISON LOUISE SLACKE, ERROL MERVYN SAUNDERS, SUSAN BRONWYN SAUNDERS, MICHAEL PALMER WOLFE, DONNA MILES, THOMAS CRAIG, SALLY ANNE BREMNER, PETER ROLAND OLIVER, PETER WALLACE PHILLIPS, CAROLINE MARGARET OLIVER, JOHN BRUCE SANDERS, ANNE LORRAINE SANDERS, GEOFFREY CHILDERS SAUNDERS, LEE MICHAEL CHRISTOPHER ROBINSON, MICHAEL JOHN ANTHONY, JANE ELEANORE REID ANTHONY, RICHARD OLIVER CHAPMAN, DOREEN FRANCES CHAPMAN, MURRAY IAN WITHERS, CASTLE HILL VILLAGE LIMITED, MARK GERARD KLOUWENS AND OLENA YATSYK.



View Instrument Details

Instrument No. 8122748.15
Status Registered
Date & Time Lodged 22 Jul 2009 09:12
Lodged By Wernham, Amanda Leigh
Instrument Type Easement Instrument



Affected Computer Registers	Land District
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469201	Canterbury
469202	Canterbury
469203	Canterbury
469204	Canterbury
469205	Canterbury
469206	Canterbury
469207	Canterbury
469208	Canterbury
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469239	Canterbury
469240	Canterbury
469241	Canterbury



Affected Computer Registers	Land District
469242	Canterbury
469243	Canterbury
469244	Canterbury
469245	Canterbury
469246	Canterbury
469247	Canterbury
469249	Canterbury
469250	Canterbury
CB9F/46	Canterbury

Annexure Schedule: Contains 13 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

I certify that the Mortgagee under Mortgage 7012885.3 has consented to this transaction and I hold that consent

I certify that the Caveator under Caveat 8011667.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

I certify that the Caveator under Caveat 8016355.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Stephen Andrew Jeffery as Grantor Representative on 20/07/2009 04:14 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 Stephen Andrew Jeffery as Grantee Representative on 20/07/2009 04:15 PM

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

Approved by Registrar-General of Land under No. 2007/6225
Easement instrument to grant easement or profit à prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952

Land registration district

CANTERBURY



BARCODE

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Grantee

Surname(s) must be underlined or in CAPITALS.

Stowe Properties Limited, Castle Hill Village Limited, Thomas CRAIG and Sally Anne BREMNER

Grant* of easement or profit à prendre or creation or 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).

Dated this day of 2009

Attestation

	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	
	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

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pages

Schedule A*(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrictive covenant	Deposited Plan 418001	Lots 1-47, 49 and 50 CTs 469201-469247, 469249 and 469250 Lot 10 DP 12836 CT CB9F/46	Lots 1-47, 49 and 50 CTs 469201-469247, 469249 and 469250 Lot 10 DP 12836 CT CB9F/46

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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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].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Approved by Registrar-General of Land under No. 2002/5032

Annexure ScheduleInsert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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Pages



(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**1. Background**

- A. The grantor wishes to establish restrictive covenants over each of the servient tenements set out in Schedule A for the benefit of all of the Dominant tenements set out in Schedule A.
- B. Section 56 of the Property Law Act 2007 provides that a grantor may convey to itself.
- C. Section 278 of the Property Law Act 2007 provides that a covenant for the purposes of or incidental to any conveyance of property made by a grantor with itself will be as valid as if made by another.
- D. It is the intent of the grantor and grantee that the Land Covenants will be restrictive covenants running for all time to bind each of the servient tenements in Schedule A for the benefit of all the Dominant tenements set out in Schedule A.

2. Definitions

2.1 In these Land Covenants unless the context otherwise requires:

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Developer means Stowe Properties Limited who is also a grantor or its nominee;

Development means the development located at Black Rock, Banks Peninsula including but not limited to existing and any future facilities and amenities, dwellings, roading, footpaths, access ways, open spaces, trees, street furniture and all other associated infrastructure of which the Lot forms part;

Dominant Owner(s) means the owner from time to time of those Dominant tenements and/or the Grantee set out in Schedule A;

Dwelling means one self contained building (or group of buildings) to be used solely for residential purposes by one or more persons who form a single household unit and may include:

2.1.1 an attached residential flat contained within such a building; and

2.1.2 any Accessory Building;

Fence means any solid structure having a low visual transparency which may be erected on any boundary of the Lot with the intent of dividing or creating a barrier between the Lot and any adjoining Lot, Legal Road or other property;

Land means:

2.1.3 Lots 1-47, 49 and 50 on Deposited Plan 418001 comprised in Certificates of Title 469202-469247 and 469249; and

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Approved by Registrar-General of Land under No. 2002/5032

Annexure ScheduleInsert type of Instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

2.1.4 Lot 10 Deposited Plan 12836 comprised in Certificate of Title CB9F/46.

Land Covenants means the covenants contained in this Annexure Schedule 2;**Legal Road** means all parts of any road vested in the Local Authority as legal road and includes the carriageway, footpaths, kerbing, driveways and any landscaped areas within the legal road;**Local Authority** means the Christchurch City Council;**Lot** means any of those Lots numbered 1-47, 49 and 50 on Deposited Plan 418001 and Lot 10 on Deposited Plan 12836 on the Subdivision Plan;**Schedule A** means Schedule A of Annexure Schedule 1 of this Instrument;**Servient Owner(s)** means the owner from time to time of those servient tenements and/or the Grantor set out in Schedule A;**Subdivision Plan** means the plan of subdivision incorporating all of the Lots; and**Works** means the building, construction or erection of any Dwelling and/or Accessory Building on the Lot and includes any laying out, compacting, excavation, filling, levelling or other works preparatory to the commencement of such building, construction or erection.**3. Covenants**

3.1 The Grantor as registered proprietor of their respective servient tenements set out in Schedule A covenants for the benefit of the Grantee as registered proprietor of their respective dominant lots set out in Schedule A as follows: The Grantor shall not:

3.1.1 **Single Dwelling:** Erect or place upon the Land any building other than a Dwelling and usual appurtenances nor permit any subdivision of the Land either in fee simple or under the Unit Titles Act 1972 or by way of cross-lease or any other similar device (**Subdivision**). Notwithstanding the provisions of this clause, Lot 47 may be subdivided but no building other than a Dwelling and usual appurtenances shall be erected or placed on each of the subdivided lots.3.1.2 **Approval of Plans:** Erect any Dwelling, garage or domestic outbuilding or commence any other construction work including fencing, paving or landscaping or allow any subsequent alterations or additions to existing structures on the Land without obtaining the Developer's written approval to the site plans, location of the building, specifications and building plans pertaining to such work. Approval under this clause will be given at the Developer's sole discretion and only if the Developer or its appointed nominee is satisfied that the building design, cladding, materials, roofing and colour scheme are in harmony with the standard and style of the Subdivision.3.1.3 **Floor Area:** Erect any Dwelling on the Land unless the floor area of the Dwelling (measured from the outer face of the external walls) is a minimum of 150 m² excluding any garage, verandah, outdoor patio or outbuildings.3.1.4 **No Relocatable Buildings:** Except as expressly permitted by clause 3.1.8 herein, erect or place on the Land any secondhand building or relocated building or any caravan, hut, shed, ancillary

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 4 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

building intended to be used as a residential dwelling or temporary dwelling, or use any second hand materials in the construction of any Dwelling, garage or outbuilding on the Land.

- 3.1.5 **No Occupation:** Occupy the Land or use the Land as a residence until the Dwelling has been completed in accordance with the plans and specifications approved pursuant to 3.1.2 above and the requirements of the local or statutory authority. The Grantee shall supply to the Developer a copy of the local council's Code of Compliance prior to occupation.
- 3.1.6 **No Commercial Activity:** Permit, engage in or suffer any commercial or business activity to be carried out on the Land.
- 3.1.7 **Fencing:**
- (a) Erect or place upon the Land any boundary fence other than a post and wire fence and such fence shall not exceed 1.2 metres in height.
 - (b) Erect or place upon the Land (other than boundary fences) any fence or wall that:
 - (i) is not attached to a Dwelling;
 - (ii) exceeds 1.8 metres in height;
 - (iii) exceeds 8 metres in length; and
 - (iv) Intrudes into the minimum setback requirement of 1.5 metres from any boundary.
 - (c) Permit the aggregate length of all fences and walls (other than boundary fences) to exceed 20 metres in length.
- 3.1.8 **Temporary Buildings:** Place, erect or install on the Land any form of temporary accommodation other than a builder's shed for the purpose of the builder's usual day to day use, such shed to be erected not more than 14 days prior to issue of the building consent removed upon completion of the Dwelling.
- 3.1.9 **Complete Construction:** Permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three months and the Grantor shall ensure that construction of any such building is completed within 24 months of the date that building work commences.
- 3.1.10 **No Aerials:** Erect, install or cause to be erected or installed on the Land any radio mast or aerial which projects to a height more than 2 metres above the highest point of any building on the Land and shall not erect, install or cause to be erected or installed any satellite or receiving dish with a finished height of more than 2 metres above the highest point of any building on the Land or with a dish diameter of more than 2 metres.
- 3.1.11 **No Cats:** Keep or cause to be kept on the Land any cats.
- 3.1.12 **No Animals:** Keep any other animals other than domesticated pets and allow such pets to be kept where they are likely to cause a nuisance or annoyance to other neighbouring occupiers.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure ScheduleInsert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 5 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

- 3.1.13 **Maintenance:** Fail to maintain the Land and property in a neat, tidy and attractive condition, free from all rubbish and excessive growth of grass or other vegetation at any time.
- 3.1.14 **Building Height:** In respect of Lots 16-22 allow the highest point of any building to be no less than 1 metre below the kerb line of Area B on Deposited Plan 418001.
- 3.1.15 **Surplus Material:** Keep, allow or cause any surplus cut material resulting from excavation works for buildings to be left on the Land.
- 3.1.16 **Walls and Terracing:** Construct or build terracing other than what is required for reasonable curtilage, driveways, pathways, vehicle maneuvering areas and vegetable gardens. The Grantor shall comply with the following requirements that:
- (a) no retaining wall shall exceed 1.5 metres in height;
 - (b) all retaining walls shall be faced with natural locally sourced (Banks Peninsula) stone;
 - (c) no terracing shall occur beyond 10 metres of any Dwelling except that one area terracing beyond 10 metres of any Dwelling (remote terracing) will be allowed per site, provided it does not exceed 20 square metres in area; and
 - (d) any terracing shall not exceed an aggregate total area of 120 square metres (including any remote terracing).
- 3.1.17 **Colour and Reflectivity:** Use external colour finishes other than dark recessive colours on buildings constructed on the Land including the roof but excluding fascias, window and door trims. The permitted colours will include all of the tertiary hues of browns, green and grey. Maximum reflectivity must not exceed 30%. Should external cladding materials comprising stone and unpainted or unstained timber have a higher reflectivity than 30% will be acceptable.
- 3.1.18 **Sub-Floor Cladding:** Permit or cause areas beneath the ground floor level of Dwellings erected on the Land where the ground clearance exceeds 2 metres, to be other than fully clad, nor shall the Grantor permit or cause the spacing between cladding materials to exceed 75 millimetres.
- 3.1.19 **Planting:** Except for vegetable gardens, permit or cause any planting on the Land, (except within 6 metres of any Dwelling), of plants that are not indigenous to New Zealand.
- 3.1.20 **Stormwater Detention Tanks:** Erect or place any stormwater detention tanks on the Land unless such tanks are concealed beneath Dwellings and therefore hidden from view. Where this is not reasonably practicable, the Grantor shall ensure that all stormwater detention tanks are buried as deeply as is practicable and shall ensure that any part of the tank protruding above ground level is screened by planting capable of screening the tank from view within two growing seasons from the time the tank is installed on the Land.

4. Disputes

- 4.1 If a dispute arises between parties who have a registered interest in relation to the provisions of this instrument:
- 4.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of Instrument

"Mortgage", "Transfer", "Lease" etc



Easement

Dated

Page 6 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

- 4.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- 4.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties, or failing agreement to be appointed by the President of the Canterbury District Law Society, New Zealand

5. Breach of Covenants

- 5.1 Should the Grantor fail to comply with or complete the covenants contained in the preceding clauses, the Grantor shall without prejudice to any of the Grantee's other rights or remedies:
- 5.1.1 pay to the Grantee liquidated damages at the rate of \$250.00 per day, from the date on which the Grantee notifies the Grantor of the failure until the date the Grantor remedies the failure, which shall be payable to the Grantee immediately upon receipt of a written demand for payment from the Grantee or from the Grantee's solicitors;
- 5.1.2 pay to the Grantee any costs incurred by the Grantee in enforcing or remedying a breach of any of the covenants herein contained;
- 5.1.3 remove or cause to be removed from the property, any building, structure or improvement so erected, or completed in breach or non observance of the covenants contained herein;
- 5.1.4 agree that the Grantee shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained herein, nor be liable to the Grantor for any breach thereof by any of the registered proprietors from time to time in the Subdivision; and
- 5.1.5 covenant that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims, damages and demands in respect of breaches by the Grantor of any of the covenants herein contained.
- 5.2 It is agreed that the Grantee shall be able to recover its costs of remedying any of the Grantor's defaults under these covenants upon demand and until such costs are paid to the Grantee they shall bear interest at the rate of 10% per annum above the Grantee's current bank overdraft interest rate.

6. Conflict

- 6.1 In the event of conflict between the within restrictive covenants and the requirements and restrictions contained in subdivision consent RMA92004981 (**Consent**), the Consent shall prevail.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Order for New Certificate of Title

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Canterbury Finance Limited	Mortgagee under mortgage number 6440419.3
-----------------------------------	--

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~~

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the deposit of LT 418001 and the creation of the easements detailed in the Memorandum of Easements and the issue of new titles herein, Memorandum of Encumbrance and the annexed easements and restrictive covenants

Dated this _____ day of _____

Attestation

<p style="text-align: center;"><i>Alan</i> Director ALLAN JAMES HUBBARD</p> <p style="text-align: center;"><i>Robert</i> Director ROBERT ALEXANDER WHITE</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.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Doreen Toleafoa**, Bank Officer of Wellington, New Zealand
certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

24 APRIL 2009

[Full name]

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be 'Doreen Toleafoa'.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etcEasement Instrument, Instruments to
Create Land Covenants and Encumbrance
InstrumentPage **1** of **1** pages**Consentor**Surname must be underlined or in **CAPITALS****Capacity and Interest of Consentor**(eg. Caveator under Caveat no./Mortgagee under
Mortgage no.)

BOBS COVE DEVELOPMENTS LIMITED	as Caveator under Caveat 8011667.1
---------------------------------------	---

Consent

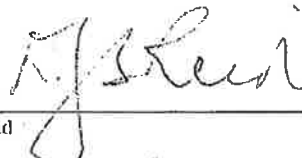
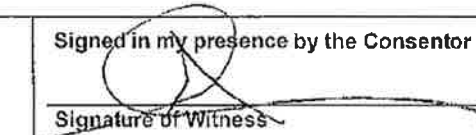
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

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]
[section _____ of the _____ Act _____]
[Without prejudice to the rights and powers existing under the interest of the Consentor]
the Consentor hereby consents to: the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 8th day of **July** **2009****Attestation**

BOBS COVE DEVELOPMENTS LIMITED by its Director DONALD JOHN STEWART REID	Signed in my presence by the Consentor
	
DJS Reid	Signature of Witness
Signature of Consentor	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name PETER JOHN CORDNER Occupation SOLICITOR CHRISTCHURCH Address

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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Sumame must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED	as Mortgagee under Mortgage 7012885.3
--	---------------------------------------

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]

[section _____ of the _____ Act _____]

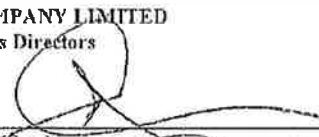
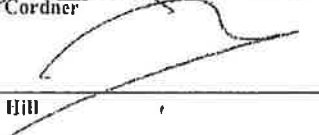
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this **3rd** day of **July** **2009**

Attestation

<p>CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED by its Directors</p> <p> _____ PJ Cordner</p> <p> _____ TJ Hill</p>	<p>Signed in my presence by the Consentor</p> <hr/> <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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Gabrielle Christabel REID	as Caveator under Caveat 8016355.1
----------------------------------	---

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]

[section of the Act]

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

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 9th day of **July** **2009**

Attestation

<p>Signature of Consentor</p> <p><i>Gabrielle Reid</i></p>	<p>Signed in my presence by the Consentor</p> <p><i>[Signature]</i></p>
	<p>Signature of Witness</p> <p><i>[Signature]</i></p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation PETER JOHN CORDNER SOLICITOR</p> <p>Address CHRISTCHURCH</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.



View Instrument Details

Instrument No. 8122748.17
Status Registered
Date & Time Lodged 22 Jul 2009 09:12
Lodged By Wernham, Amanda Leigh
Instrument Type Easement Instrument



Affected Computer Registers	Land District
469216	Canterbury
469217	Canterbury
469218	Canterbury
469219	Canterbury
469220	Canterbury
469221	Canterbury
469222	Canterbury
469201	Canterbury
469202	Canterbury
469203	Canterbury
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469239	Canterbury
469240	Canterbury
469241	Canterbury



Affected Computer Registers	Land District
469242	Canterbury
469243	Canterbury
469244	Canterbury
469245	Canterbury
469246	Canterbury
469247	Canterbury
469249	Canterbury
469250	Canterbury
CB9F/46	Canterbury

Annexure Schedule: Contains 10 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
- I certify that the Mortgagee under Mortgage 7012885.3 has consented to this transaction and I hold that consent
- I certify that the Caveator under Caveat 8011667.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent
- I certify that the Caveator under Caveat 8016355.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Stephen Andrew Jeffery as Grantor Representative on 20/07/2009 04:02 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 Stephen Andrew Jeffery as Grantee Representative on 20/07/2009 04:02 PM

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

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Stowe Properties Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

Stowe Properties Limited, Castle Hill Village Limited, Thomas CRAIG and Sally Anne BREMNER

Grant* of easement or profit à prendre or creation or 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).

Dated this day of

Attestation

Signature [common seal] of Grantor	Signed in my presence by the Grantor
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Grantee	Signed in my presence by the Grantee
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page **1** of **3** pages**Schedule A***(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrictive covenant	BW2 on DP 418001 BW1 on DP 418001	Lot 12 DP 418001 CT 469212 Lot 11 DP 418001 CT 469211	Lots 1-47, 49 and 50 on DP 418001 CTs 469201-469247, 469249 and 469250 Lot 10 DP 12836 CT CB9F/46

*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.***Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

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].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2**1. Background**

- 1.1 The Grantor and the Grantee wish to establish a boat washing area within the Black Point subdivision. To achieve this the Grantor wishes to establish a restrictive covenant over the servient tenement set out in Annexure Schedule 1 Schedule A for the benefit of all the dominant tenements set out in Annexure Schedule 1 Schedule A.
- 1.2 This covenant shall forever:
- 1.2.1 run with Certificate of Title 469211 and 469212; and
- 1.2.2 be for the benefit of and appurtenant to each of the Certificates of Title 469201 to 469247, 469249 and 469250 and CB9F/46.

2. Definitions

- 2.1 For the purposes of this covenant:
- Black Point Subdivision** means Lots 1 to 47, 49 and 50 Deposited Plan 418001 and Lot 10 Deposited Plan 12836; and
- Boat Washing Area** means area BW1 and BW2 on Deposited Plan 418001.

3. Covenant

- 3.1 The Grantor shall at all times keep the Boat Washing Area clear of all structures, obstructions or vegetation to enable the Boat Washing Area to be used by the Grantee for the purposes of washing down boats and boating equipment and accessories and any towing vehicle used for the purposes of launching or retrieving the boat, boating equipment or accessories.
- 3.2 All costs associated with the maintenance or improvements of the Boat Washing Area (including but not exclusively the establishment of a water supply to the same) shall be borne equally by the Grantee.
- 3.3 Notwithstanding the provisions of this clause 3, when the costs associated with the maintenance or improvements of the Boat Washing Area (including but not exclusively the establishment of a water supply to the same) is the responsibility of a third party pursuant to a Deed of covenant that the Grantor may have entered into with that third party, the costs of such cleaning and maintenance will be determined in accordance with such Deed of Covenant.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

3

of

3

Pages

*(Continue in additional Annexure Schedule, if required.)***4. Dispute Resolution**

- 4.1 Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under this Covenant, if any dispute arises between or among the parties concerning this Covenant, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 4.2 If the dispute is not resolved within 20 working days from the date on which the parties being 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 as an arbitrator.
- 4.3 If an arbitrator cannot be agreed upon within a further 10 days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury District Law Society.
- 4.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

5. Breach of Covenants

- 5.1 Should the Grantor fail to comply with or complete the covenants contained in the preceding clauses, the Grantor shall without prejudice to any of the Grantee's other rights or remedies:
- 5.1.1 pay to the Grantee liquidated damages at the rate of \$250.00 per day, from the date on which the Grantee notifies the Grantor of the failure until the date the Grantor remedies the failure, which shall be payable to the Grantee immediately upon receipt of a written demand for payment from the Grantee or from the Grantee's solicitors;
- 5.1.2 pay to the Grantee any costs incurred by the Grantee in enforcing or remedying a breach of any of the covenants herein contained;
- 5.1.3 remove or cause to be removed from the property, any building, structure or improvement so erected, or completed in breach or non observance of the covenants contained herein;
- 5.1.4 agree that the Grantee shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained herein, nor be liable to the Grantor for any breach thereof by any of the registered proprietors from time to time in the subdivision; and
- 5.1.5 covenant that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims, damages and demands in respect of breaches by the Grantor of any of the covenants herein contained.
- 5.2 It is agreed that the Grantee shall be able to recover its costs of remedying any of the Grantor's defaults under these covenants upon demand and until such costs are paid to the Grantee they shall bear interest at the rate of 10% per annum above the Grantee's current bank overdraft interest rate.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Order for New Certificate of Title

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Canterbury Finance Limited

**Mortgagee under mortgage number
6440419.3**

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]~~

~~[section _____ of the _____ Act _____]~~

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

the Consentor hereby consents to:

the deposit of LT 418001 and the creation of the easements detailed in the Memorandum of Easements and the issue of new titles herein, Memorandum of Encumbrance and the annexed easements and restrictive covenants

Dated this _____ day of _____

Attestation

<p><i>ALLAN</i> Director ALLAN JAMES HUBBARD</p> <p><i>Robert</i> Director ROBERT ALEXANDER WHITE</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.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Doreen Tolesofa**, Bank Officer of Wellington, New Zealand
certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

24 APRIL 2009

[Full name]

A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be 'Doreen Tolesofa'.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BOBS COVE DEVELOPMENTS LIMITED	as Caveator under Caveat 8011667.1
---------------------------------------	---

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]

[section _____ of the _____ Act _____]

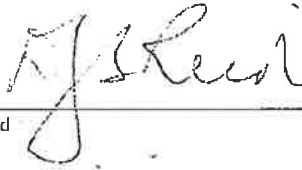
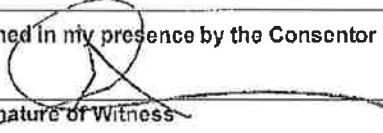
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 28 day of **July** **2009**

Attestation

BOBS COVE DEVELOPMENTS LIMITED by its Director DONALD JOHN STEWART REID  DJS Reid	Signed in my presence by the Consentor  Signature of Witness
	Witness name Occupation Address
Signature of Consentor	

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.

Approved by Registrar-General of Land under No. 2003/6150

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



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED

as Mortgagee under Mortgage 7012885.3

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]

[section _____ of the _____ Act _____]

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


the Consentor hereby consents to:

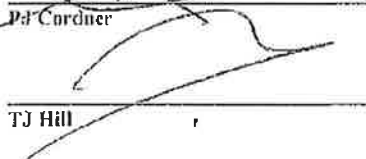
the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this **3rd** day of **July** **2009**

Attestation

CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED
by its Directors


P. Cordner


TJ Hill

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Consentor

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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<u>Gabrielle Christabel REID</u>	as Caveator under Cavcat 8016355.1
----------------------------------	------------------------------------

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]

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 9th day of **July** **2009**

Attestation

	Signed in my presence by the Consentor
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation PETER JOHN CORDNER SOLICITOR
Signature of Consentor	Address CHRISTCHURCH

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.



View Instrument Details

Instrument No. 8122748.18
Status Registered
Date & Time Lodged 22 Jul 2009 09:12
Lodged By Wernham, Amanda Leigh
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
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469201	Canterbury
469202	Canterbury
469203	Canterbury
469204	Canterbury
469205	Canterbury
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469241	Canterbury

Deed of Nomination

STOWE PROPERTIES LIMITED (IN LIQUIDATION)

BLACK ROCK ADMINISTRATION LIMITED

Lane Neave
LAWYERS



DATE

14th May.

2012

PARTIES

STOWE PROPERTIES LIMITED (in Liquidation) at Christchurch (**Stowe**)

BLACK ROCK ADMINISTRATION LIMITED at Christchurch (**Nominee**)

BACKGROUND

- A. On 1 November 2011 Stowe was placed into liquidation by Order of the High Court. Craig William Melhuish and Keiran Horne of HFK Limited have been appointed as Liquidator for Stowe.
- B. Until Stowe ceased trading in consequence of the appointment of the liquidator It acted as the developer of a residential subdivision of a property situated and known as Black Rock, Banks Peninsula (**Development**).
- C. Pursuant to clause 3.1.2 of Easement Instrument 8122748.15 (**Restrictive Covenant**) Stowe held the right and power to approve any plans and specifications for the construction and location of any dwelling and appurtenances on any lot within the Development.
- D. Clause 2.1 of the Restrictive Covenant authorises Stowe to nominate a third party to act as the Developer (as that term is defined in the Restrictive Covenant) for the purposes of the approvals required under Clause 3.1.2 of the Restrictive Covenant.
- E. Stowe wishes to nominate the Nominee to act as Developer in place of Stowe.

BY THIS DEED

1. Nomination

- 1.1 Stowe nominates the Nominee absolutely to be the Developer and assigns to the Nominee the rights and powers of the Developer to approve the plans and specifications for the construction and location of any dwelling and appurtenances on any lot within the Development.
- 1.2 The Nominee covenants and agrees to:
 - 1.2.1 fulfil all of Stowe's obligations as Developer under the Restrictive Covenant; and
 - 1.2.2 keep Stowe indemnified against all claims, demands, costs, actions and proceedings of any kind arising from the Nominee's default in observance or performance of its obligations pursuant to the Restrictive Covenant.

2. Covenant

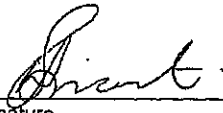
- 2.1 The Nominee covenants and agrees to advise all of the existing owners of the allotments within the Development of the existence of this Deed and the nomination made under this Deed and further covenants to make any real estate agent commissioned to sell the allotments within the Development likewise aware of the existence of this Deed and the nomination made under Clause 1.

EXECUTED as a Deed

Executed by
STOWE PROPERTIES LIMITED
(IN LIQUIDATION)
in the presence of



Authorised Signatory



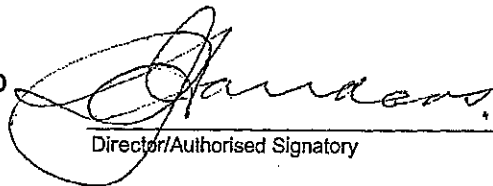
Witness signature
LINDA JANE SMART.

Full name
ACCOUNTANT

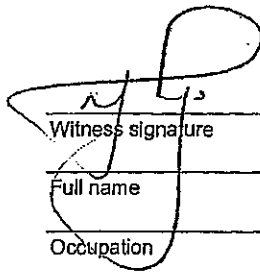
Occupation
567 WAIRAKEI ROAD

Address

Executed by
BLACK ROCK ADMINISTRATION LIMITED
in the presence of



Director/Authorised Signatory



Witness signature
Andrew John Legle

Full name
Solicitor

Occupation
Christchurch

Address

Deed of Covenant

[XX]

BLACK ROCK ADMINISTRATION LIMITED

DATE

2012

PARTIES

[XX] (Owner)

BLACK ROCK ADMINISTRATION LIMITED at Christchurch (**Management Company**)

BACKGROUND

- A. The Owner is the owner of the land set out in the First Schedule (**Property**) which forms part of the Development known as Black Rock at Banks Peninsula, Canterbury (**Development**).
- B. The Owner, for the proper use and enjoyment of the Property, requires or may require in the future, Services including the following:
- (i) the upkeep and maintenance of rights of way within the Gated Communities.
 - (ii) the upkeep maintenance and the common services of garden and landscaped areas within Black Rock.
 - (iii) the upkeep and maintenance and replacement when necessary of the security gates and intercom systems and their mechanism and the insurance of such items as necessary.
 - (iv) the provision of street lighting and lighting of the Gated Communities and electricity for the operation of gates, associated gate lights and any other purpose reasonably necessary for the purposes of the Management Company.
 - (v) the provision of security services and rubbish collection services.
- C. The Management Company has been formed to manage the Services outlined in B above and to carry on such business for the benefit of the Development.
- D. The Management Company has agreed to provide the Services specified in the Third Schedule and elsewhere in this Deed.
- E. The parties record that the Black Rock Residents within the Development are subject to a General Scheme applicable to and for the benefit of their properties in the Development, and that the Owner is bound by the Owner's covenants for the benefit of the Black Rock Residents for the time being and that any of the said owners and occupiers are able to enforce the performance of the said Owner's covenants in equity or otherwise; and
- F. The parties declare their intention that the General Scheme be extended by this Deed to include the Services provided for in this Deed. The parties further declare their intention that the Owner will be bound by the Owner's covenants in this Deed for the benefit of the Black

Rock Residents. The parties further declare their intention that as part of the General Scheme the Management Company shall be able to enforce the performance of the said Owner's covenants both under the said General Scheme in equity or otherwise as set out under E above and as the scheme is extended by this Deed.

- G. The Owner has agreed to pay an Annual Service Charge to the Management Company for the Services, such charge to be fixed in accordance with this Deed.
- H. The Owner has agreed to secure to the Management Company payments of the Annual Service Charge, and each instalment thereof by means of a Memorandum of Encumbrance in the form set out in the Fourth Schedule.

COVENANTS

The parties enter into this Deed for the benefit of each of them and the Development and each of the parties hereby agrees and covenants with the others in consideration of the covenants and obligations of the others as follows:

1. Definitions

1.1 In this Deed unless the context indicates otherwise:

Annual Service Charge has the meaning set out in clause 13 of this Deed;

Black Rock collectively means the Gated Communities and the Non-Gated Communities;

Black Rock Residents means the registered proprietors and occupiers of the Gated Communities and the Non-Gated Communities;

Boat Washing Area means area BW1 and BW2 on Deposited Plan 418001;

Bund means area AD on Deposited Plan 418001;

Date of Commencement is the date upon which the Owner becomes or became the owner of the Property;

Development means Black Rock, a subdivision of land comprised in Certificates of Title CB9F/47, CB18A/436, CB13A/151 and CB664/71 together with the land comprised in Certificate of Title CB9F/46 which shall have the benefit and burden of the covenants contained in this Deed and elsewhere;

Easement Area means an area over which there is an easement appurtenant to an owner's property;

Easement Facilities means all Services, facilities and improvements on, or which have been or are authorised to be laid, erected, formed or installed within an Easement Area for the purpose of the easement;

Gated Communities are:

- (a) Lots 4-15 on Deposited Plan 418001 collectively comprised in Certificates of Title 469204-469215 (**Kaioruru Lane Community**);
- (b) Lots 16-27 on Deposited Plan 418001 collectively comprised in Certificates of Title 469216-469227 (**Ohinehau Lane Community**); and
- (c) Lots 28-47, 49, 50 on Deposited Plan 418001 and Lot 10 on Deposited Plan 12836 collectively comprised in Certificates of Title 469228-469247, 469249, 469250 and CP9F/46 (**Te Wharau Lane Community**).

General Scheme means and includes the General Scheme as set out in this Deed and the Services and payments and security therefore as provided for in this Deed;

Non-Gated Communities means the registered proprietors of Lots 1, 2 and 3 on Deposited Plan 418001;

Owner means the Owner as described above and if more than one jointly and each of them severally and includes any executor, administrator receiver, receiver and manager, or liquidator of the Owner or any one of them.

Owner means:

- (a) With respect to the Kaioruru Lane Community a registered proprietor of any of the Kaioruru Lane Community Lots.
- (b) With respect to the Ohinehau Lane Community a registered proprietor of any of the Ohinehau Lane Community Lots.
- (b) With respect to the Te Wharau Lane Community a registered proprietor of any of the Te Wharau Lane Community Lots.

Owner's Property means the land set out in the First Schedule;

Owner's Share means the share to be borne by the Owner of the Annual Service Charge in accordance with clauses 13 and 14 of this Deed;

Owners with Deeds of Covenant means owners who have entered into a Deed of Covenant with the Management Company;

Properties means any or all of the owners' land in the Development;

Property means the land set out in the First Schedule;

Right of Way Area means a right of way area appurtenant to an Owner's Property and any other area in the Development subject to rights of way;

Rock Wall Entrance Feature means the rock wall located within area Y on Deposited Plan 418001;

Services means the Services specified in the Third Schedule or elsewhere in this Deed to be performed by the Management Company;

Service Equipment and Systems of the Development means the equipment and systems provided by or to the Management Company pursuant to this Deed or otherwise and facilities in the Development and shall include but not be restricted to the assets listed in the Second Schedule hereto; and

Utilities Deed means this Deed or any other deed of like effect in respect of any property in the Development.

- 1.2 References to allotments within this Deed are references to lots on Deposited Plans with the Development area.

2. **Covenant as to Recitals**

Subject to the covenants set out in this Deed the parties acknowledge that the recitals and reasons for this Deed are true and they agree to be bound by the same.

3. Obligations of the Management Company

The Management Company shall provide and shall have the right to carry out the Services during the term of this Deed. The Management Company shall provide such Services for the Black Rock Residents and shall obtain execution of a deed in the same form as this present Deed from all Black Rock Residents. Whenever in the opinion of the Management Company the same is necessary or desirable for the Development, or for any of the Black Rock Residents, the Management Company may provide and install, erect or lay (as the case may be) new or updated facilities and systems, and repair the same, and may do so within the Development, situated on or which is appurtenant to the Property.

4. Provision and Ownership of Plant

The Management Company shall provide (but may retain ownership of) the equipment and systems specified in the Second Schedule and any other equipment or systems that are necessary for the provision of the Services.

5. Covenant Obligations

5.1 If it shall appear to the Management Company that the Owner is in breach of any of the restrictive covenants in any document registered against the title to the Owner's Property in favour of other properties in the Development (relating to matters incidental to the maintenance of the Property) forming part of the General Scheme, the Management Company:

5.1.1 may notify the Owner that that is the case, and request that the Owner either authorise the Management Company to remedy the breach or alternatively otherwise remedy the breach; and

5.1.2 may then carry out such work as may be required in the opinion of the Management Company to remedy the breach if the same has not been remedied within 10 (ten) working days of such notice or such shorter period as shall be reasonable in the circumstances. In the case of a breach in the nature of a failure to carry out work required at regular intervals (such as the cutting of grass for example), the Management Company may continue to carry out such work until alternative arrangements are made by the Owner and such alternative arrangements are notified to the Management Company. The Management Company shall be entitled to charge the Owner the reasonable cost of carrying out such work as an additional charge.

5.2 The Management Company shall engage such persons as it thinks fit to carry out all inspections and other work pursuant to this clause.

6. Compliance with Statutes and Regulations, Impartiality

6.1 The Management Company shall provide the Services:

6.1.1 in a manner consistent with all statutes, regulations, by-laws, and the directions requisitions and requirements of any authority of competent jurisdiction; and

6.1.2 without limitation to the foregoing, in accordance with the requirements of and prescribed by all planning consents for the Development; and

6.1.3 in a manner consistent with the rights of the Owner and other owners in the Development; and

6.1.4 in a manner that is impartial between owners.

7. Compliance Standards

- 7.1 The Management Company shall ensure that, in addition to any standards otherwise specified, all the Services satisfy the following:
- 7.1.1 the standards from time to time applied by the Christchurch City Council and any such future customary providers of services to property owners; and
 - 7.1.2 the standards of the Services when provided at the outset of the Development; and
 - 7.1.3 a standard of Services in keeping with those usually found or associated with a development of a quality and type such as the Development; and
 - 7.1.4 the requirements or guidelines of any regulatory health body; and
- the Management Company shall be at liberty to raise the standard of any of the Services if it considers that to be in the best interests of the Development.
- 7.2 The Management Company shall ensure that all regulatory consents, permissions and licences held which are necessary to enable the Management Company to lawfully continue to provide the Services will be renewed as required.

8. Other Services

The Management Company may, in addition to the Services covered by this Deed, provide other services to Owners and others on such terms as the Management Company may determine, provided that the provision of Services to any person not the owner of property in the Development, shall not have the effect of increasing amounts payable by the Owner and services provided for the benefit only of one or more Owners shall be paid for only by the Owner or Owners for whom those other Services have been provided.

9. Access and other Rights of the Management Company

- 9.1 The Owner irrevocably authorises the Management Company and its employees, agents, consultants, contractors and invitees at all times, by day and by night, having given, except in the case of emergency, not less than 48 hours notice, with or without vehicles and equipment of any description, during the term of this Deed for the purposes of the General Scheme to enter upon, cross and recross over the Owner's Property in order to carry out the Services, and to exercise for and on behalf of the Owner, and at the option of the Management Company in the name of the Owner, any of those rights that the Owner has as an Owner or occupier of the Owner's Property or as a grantee or invitee or dominant tenement pursuant to any easements, covenants, and/or other rights and the rights conferred by this Deed, provided always that the Management Company and all persons acting by its authority shall be required to carry identification and authorisation from the Management Company when exercising any such right.
- 9.2 Any damage caused to the Owner's Property by the exercise of these rights by the Management Company and its employees, agents, consultants, contractors and invitees shall be made good at the expense of the Management Company, but this shall not prevent the Management Company from recovering all or part of the costs of making good such damage if the provisions of clause 8 apply.

10. Joint Enforcement of Rights

The Owner agrees that it will upon request of the Management Company become a party to any proceedings to enforce, ensure and protect the rights granted by the Owner to the Management Company.

11. No Rights Inconsistent with this Deed

The Owner will not grant any rights to any person that are inconsistent with this Deed and the rights and authorities given to the Management Company hereby or which will have the effect of frustrating or rendering more expensive to the Management Company the carrying out of the Services, and the Owner will not agree to any alteration or surrender of any easements, covenants and other rights related to the General Scheme except with the prior written consent of the Management Company. The Owner shall not do or suffer to be done any act which impedes, interferes with or restricts the rights of the Management Company or of any other Owner (whether pursuant to Utilities Deeds or otherwise).

12. Rules

The Management Company may make such rules as it considers reasonable for the proper operation of the Services and the benefit of all Owners. Subject to the acceptance of those rules by the Owner, or in default of acceptance, to the reasonableness of any rule in its terms and in its application, the same may be enforced as if the same were part of this Deed. Should there be any dispute as to what is a reasonable rule which cannot be resolved by negotiation between the Management Company and the owner or owners so affected, the matter shall be determined by Arbitration by a sole Arbitrator appointed by the parties and if they cannot agree on such appointment by a sole Arbitrator appointed by the President for the time being of the New Zealand Law Society.

13. Annual Service Charge

The Management Company shall each year fix a separate charge (the Annual Service Charge) for each of the Kaioruru Lane Community, the Te Wharau Lane Community, the Ohinehau Lane Community and the Non-Gated Community, which shall be a budget estimate made by the Management Company as to the likely costs on an annual basis of carrying out the Services and like services to each said Community, including but without limitation to the costs of operating the Management Company, the costs of administration, the cost of insurance premiums, the costs of recovering any charges from owners or contributors, the costs of financing services and other such indirect costs, and shall include any amounts reasonably required by the Management Company to establish, maintain, or add to any reserve to cover likely future expenditure or contingencies, or to recover past expenditure (whether or not such expenditure relates to a period during the term). The Management Company shall review the Annual Service Charge annually, and a copy of a budget summary shall be sent to the Owner following each such review.

14. Owner's Share of Annual Service Charge

- 14.1 The Management Company shall determine the Owner's Share from time to time and may (but shall not be obliged to) determine that different shares (to be borne by owners) shall be applicable in respect of different services.
- 14.2 The Owner shall not challenge any determination by the Management Company relating to the Owner's share if made on a reasonable basis. Without limiting the types of determination that shall be reasonable, it is agreed that it shall be reasonable for the Management Company to determine shares payable by different owners based on an equitable division of charges so that all owners in a particular part of the Development having the principal benefit of the expenditure made or to be made by the Management Company, bear that expenditure.

15. Liability for payment of the Owner's Share

The Management Company shall give the Owner notice of the Owner's Share which shall be payable in four quarterly instalments on dates to be nominated by the Management Company. The Management Company shall be entitled to allow a discount of 10% on each instalment for prompt payment, and to charge interest at 18% per annum (or such lesser rate as it may fix) for each day any amount is unpaid after the due date.

16. **Payment of Owner's Share of Annual Service Charge**

The Owner shall pay each instalment of the Owner's Share within 21 days of notice of the instalment, and will, on request of the Management Company, make all such payments by automatic bank authority or direct debit authority.

17. **Additional Charges**

In addition to the Owner's Share, the Management Company may charge the Owner separately for any work or services which are specified in this Deed as being at the Owner's cost; or which being requested by the Owner are outside the scope of the Services and are agreed to be carried out by the Management Company; or which are occasioned by further development of the Property provided that the Management Company shall be required to be fair in apportioning costs where the benefit is spread between owners.

18. **Term**

The term of this Deed shall be from the Date of Commencement to the date of commencement of a similar deed between the Management Company and a new proprietor of the Property when, subject to this clause, the obligations of the Owner shall cease, the expiry of the term shall not affect or extinguish the liability of the Owner or the Management Company for the breach of any obligation occurring during the term of this Deed.

19. **Memorandum of Encumbrance**

The Owner shall grant to the Management Company a Memorandum of Encumbrance in the form set out in the Fourth Schedule over the Property to secure to the Management Company payment of the Annual Service Charge, and the Memorandum shall be registered as a first charge against the Property.

20. **Procedure on Sale of Property**

The Owner shall as a condition of any sale or transfer of the Property or part thereof require the intending purchaser or transferee (herein called the **Purchaser**) to enter into a new deed in this form or in the form then currently used by the Management Company, and to grant to and register in favour of the Management Company a memorandum of encumbrance (if required) (or such other security as may then be required) over the Property to secure the obligations to make payments pursuant to the new deed. Until such a new deed has been entered into and such security requirements as shall be acceptable to the Management Company have been satisfied, the term of this Deed shall be deemed to be extended and the Owner shall continue to be liable for payments hereunder whether or not such payments have been occasioned by services for the Owner or the purchaser, but upon the satisfaction of these requirements the Owner shall be discharged from any liabilities or obligations assumed by the Purchaser.

21. **Transfer**

The Owner shall pay the Management Company's costs of and incidental to any transfer of the Property including the costs of a new deed and requisite securities being negotiated, drafted, executed, and where applicable registered, and shall pay the Management Company's reasonable legal costs.

22. **Arbitration**

22.1 In any case where any dispute or question arises concerning the construction or interpretation of this Deed or the rights, duties or liabilities of any party or where a matter or question is

specified in this Deed as referable to arbitration then such dispute, matter or question shall be determined by reference to arbitration. Any party may refer a dispute for determination by arbitration.

- 22.1.1 The reference to arbitration shall in the first instance include a request for conciliation by a conciliator who is acceptable to both parties. The conciliator shall discuss the matter with the parties and endeavour to resolve it by their agreement.
- 22.1.2 All discussions and conciliation shall be without prejudice and shall not be referred to in any later proceedings, except as to costs on the award of any arbitral tribunal. Failing agreement the conciliator may, by written decision, determine the matter.
- 22.1.3 The conciliator's determination shall be binding on both parties, unless within 10 working days either party notifies the other in writing that it rejects the conciliator's determination. The parties shall each bear their own costs in respect of the conciliation and each party shall pay half the costs of the conciliator.
- 22.1.4 If the parties have been unable within 10 working days to agree upon a conciliator or no agreement has been reached and no determination issued by the conciliator or either party rejects the conciliator's determination then the matter shall be referred to arbitration as detailed below.
- 22.1.5 Every reference to arbitration hereunder shall be deemed to be a reference to the arbitration of a single arbitrator to be appointed by the president for the time being of the New Zealand Law Society or his or her nominee.
- 22.1.6 Unless otherwise agreed by the parties in writing the arbitrator shall act as an expert and the proceedings shall otherwise be conducted subject to the Arbitration Act 1996 or any Act in substitution thereof.
- 22.1.7 The award of the arbitrator shall be final and binding on the parties. Upon every reference, the costs of and incidental to the reference and award shall be at the discretion of the arbitrator who may determine the amount thereof or the basis upon which the same shall be ascertained.
- 22.1.8 Performance by each party of its respective obligations hereunder shall continue during conciliation and arbitration proceedings unless the conciliator or arbitrator shall order the suspension of all or any part of the agreement and if any such suspension be ordered the reasonable expenses of either party occasioned by the suspension shall be added to the amount payable.
- 22.1.9 Unless ordered by the arbitrator no payments due or payable by either party to the other shall be withheld on account of the reference or pending reference to arbitration.
- 22.1.10 Where any question or matter is specifically left to be decided by one or more of the parties pursuant to any provision in this Deed, and is referred to arbitration in default of agreement of the parties or upon the dissatisfaction of one or more of the parties, then the conciliator or arbitrator acting shall determine such matter or question in a manner considered by him or her to achieve the most practicable and fair result according to the spirit and intent of this Deed.

23. Force Majeure

Neither party, and no director of the Management Company, shall be accountable to the other party or to any person in respect of any matter or thing beyond the control of the party or person against whom loss or fault or negligence or contributory negligence is alleged.

24. Indemnity

The Management Company hereby covenants to indemnify and save harmless the Owner from all costs suits actions and claims of any sort that may be brought against the Owner by any third party arising out of or incidental to the Services provided by the Management Company, but no Owner shall have a claim against the Management Company for any matter arising out of or incidental to the Management Company providing the Services contemplated by this Deed.

25. Recovery of Cost of Damage

Where any service is required or required to be restored as a result of damage unlawfully caused by the Owner and/or any other person, then the Management Company may, where the Management Company considers it cost effective to do so, recover from the Owner and/or that other person the costs of performing that service or restoration. The Owner, if in default, shall pay the Management Company's costs (including reasonable legal costs as between solicitor and client) of and incidental to the enforcement of the Management Company's rights pursuant to this Deed in respect of that default.

26. No Right of Cancellation

Cancellation of this Deed shall not be an available remedy for any misrepresentation, repudiation, breach or anticipated breach.

27. Partial Invalidity

In the event that any provision of this Deed shall be held to be illegal or unenforceable by any Court or any administrative body, the unenforceability of any provision shall not affect the other provisions hereof, which shall remain in force.

28. Waiver Not to Affect Rights

The failure of any party at any time to properly enforce any of the provisions of this Deed or to exercise any rights herein granted shall not be construed as a waiver thereof or affect such parties rights thereafter to enforce any or all of the provisions hereof.

29. Governing Law

The laws of New Zealand shall govern the validity, interpretation, construction and performance of this Deed.

30. Notices

- 30.1 Any notice or other document required to be given or served under this Deed may (in addition to any other method permitted by law) in the case of the Management Company be given or served by registered post or by delivery to the Management Company at the Management Company's last known place of abode or business; and
- 30.2 In the case of the Owner be given or served by registered post or by delivery to the Owner's principal place of business or such address as may be notified to the Management Company from time to time.
- 30.3 Any notice or other document shall be deemed to have been served on the other party one business day after the date of posting or delivery.

- 30.4 In the case of any notice or document required to be served or given the same may be signed on behalf of the giver by any authorised officer or by its solicitors.

31. Interpretation

In this Deed hearings are for guidance only and are not intended to affect meaning or interpretation.

EXECUTED as a Deed

Executed by
[XX]
in the presence of

Director/Authorised Signatory

Director/Authorised Signatory

Witness signature

Full name

Occupation

Address

Executed by
BLACK ROCK ADMINISTRATION LIMITED
in the presence of

Director/Authorised Signatory

Director/Authorised Signatory

Witness signature

Full name

Occupation

Address

Schedule 1 - The Property

All that parcel of land containing [xx]m² or thereabouts being Lot [xx] on Deposited Plan 418001 and being all the land comprised and described in Certificates of Title [xx] (Canterbury Registry).

Schedule 2 - Assets

Shall include but not be limited to:

- (a) garden watering equipment;
- (b) maintenance tools and equipment;
- (c) mowers, sprayers;
- (d) boardwalks, bridges, paths;
- (e) light standards and lights erected on the property;
- (f) security gates and gate operating mechanisms;
- (g) intercom systems; and
- (h) gas tanks.

Services Assets shall also include any replacement or upgrades of the items described in this Schedule and any other items which shall properly be required by the Management Company to properly carry out its functions and obligations under the provisions of this Deed of Covenant.

Schedule 3 - Services

1. **Boat Washing Services:** The Management Company shall have the power (at their discretion) to develop and maintain the Boat Washing Area for the purposes of washing down boats and boating equipment and accessories and any towing vehicle used for the purposes of launching or retrieving the boat, boating equipment or accessories or for such other purposes as the Management Company consider would benefit all owners.
2. **Bund:** The Management Company shall have the power to develop and maintain the Bund and may import fill and other suitable material to the Bund for the purposes of building up and landscaping that area by such amount as considered necessary by the Management Company for the benefit of the Ohinehau Lane Community.
3. **Water:** Unless it shall be the responsibility of the Christchurch City Council or any other body or organisation providing services to the Development the Management Company shall regulate the use of water by the Owner and other owners with deeds of covenant. Regulation of water for the purposes of this Deed shall include the prevention of any nuisance to any owner caused by the misuse of water by any owner, and the rationing of the amount of water that may be used by each owner for particular purposes from time to time, and the regulation of the use of any common facilities.
4. **Operation of Facilities and Systems:** Unless it shall be the responsibility of the Christchurch City Council or of any other body or organisation providing services to the Development, the Management Company shall keep the following facilities and systems operational and where necessary shall actively operate the same:
 - (a) electrically operated Security Gate/intercom system and gate lighting, and lights along right of way areas and common areas in the Development where installed; and
 - (b) any and all other facilities and systems provided pursuant to this Deed.
5. **Upkeep of Rights of Way and Easement Facilities:** The Management Company shall repair and maintain in good order, and, whenever in the opinion of the directors of the Management Company it is necessary or desirable for the Development or any of the properties to do so renew, replace or upgrade rights of way on the Property.
6. **Rights of Way and Entrance Feature – Some Specifications:** Without limitation to the generality of the above paragraph, the Management Company shall provide the following services for:
 - (a) Right of Way Areas
 - (i) cutting and maintenance of any grassed areas; and
 - (ii) keeping any vegetation on or overhanging on to any Right of Way Area trimmed and pruned; and
 - (iii) any planting, gardening and maintenance work required in the opinion of the Management Company; and
 - (iv) maintenance of rights-of-way and common areas in a clean and tidy condition and in good repair.
 - (b) Rock Wall Entrance Feature
 - (i) cleaning and maintenance to a reasonable standard taking into account fair wear and tear, the original condition of the entrance feature and the standard of other similar features within the Development.

7. **Maintenance:** The Management Company may:
- (a) enforce any restrictive covenants on behalf of the owners; and
 - (b) establish and enforce any rules and regulations which may be set by the Management Company as provided for by this Deed.
8. **Security Provisions**
- (a) The Management Company shall have the power to:
 - (i) employ a security consultant to recommend security measures appropriate for the Development and the Property; and
 - (ii) implement such recommended security measures as it considers necessary and desirable for the Development and the Property or which are requested by the Owner; and
 - (iii) advise the Owner of the security measures in place or being undertaken for the Development and the Property from time to time; and
 - (iv) employ a professional and reputable security firm to implement security measures.
 - (b) Security measures for the Property and the Development may include but shall not be limited to inspections, alarm systems, gates and barriers to unauthorised entry to or exit from the Property or improvements thereof, lighting devices and surveillance cameras.
9. **Rubbish Collection Services:** The Management Company shall have the power to provide a rubbish collection service for the Property whereby household domestic rubbish will be collected on a designated day each week from a rubbish receptacle provided by the Owner to the specifications of the Management Company and located conveniently within the Property provided such service is not provided by the local authority.
10. **Post Boxes:** The Management Company shall have the power to provide post boxes at a point or points on the boundary of the property.
11. **Pest Control Programme:** The Management Company shall when reasonably required to operate a low level pest control programme to eradicate stoats, rats, opossum, rabbits and feral cats and to encourage fish and bird life in the Development area.

Schedule 4 - Form of Memorandum of Encumbrance

(On pages annexed).



View Instrument Details

Instrument No. 8122748.24
Status Registered
Date & Time Lodged 22 Jul 2009 09:12
Lodged By Wernham, Amanda Leigh
Instrument Type Encumbrance



Affected Computer Registers	Land District
469201	Canterbury
469202	Canterbury
469203	Canterbury
469204	Canterbury
469205	Canterbury
469206	Canterbury
469207	Canterbury
469208	Canterbury
469209	Canterbury
469210	Canterbury
469211	Canterbury
469212	Canterbury
469213	Canterbury
469214	Canterbury
469215	Canterbury
469216	Canterbury
469217	Canterbury
469218	Canterbury
469219	Canterbury
469220	Canterbury
469221	Canterbury
469222	Canterbury
469223	Canterbury
469224	Canterbury
469225	Canterbury
469226	Canterbury
469227	Canterbury
469228	Canterbury
469229	Canterbury
469230	Canterbury
469231	Canterbury
469232	Canterbury
469233	Canterbury
469234	Canterbury
469235	Canterbury
469236	Canterbury
469237	Canterbury
469238	Canterbury
469239	Canterbury
469240	Canterbury
469241	Canterbury

Affected Computer Registers	Land District
469242	Canterbury
469243	Canterbury
469244	Canterbury
469245	Canterbury
469246	Canterbury
469247	Canterbury
469249	Canterbury
469250	Canterbury
CB9F/46	Canterbury

Annexure Schedule: Contains 9 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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

I certify that the Caveator under Caveat 8011667.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

I certify that the Caveator under Caveat 8016355.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Stephen Andrew Jeffery as Encumbrancer Representative on 03/08/2009 03:41 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 Stephen Andrew Jeffery as Encumbrancee Representative on 03/08/2009 03:41 PM

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

Approved by Registrar-General of Land under No. 2002/6117

Encumbrance instrument
Section 101, Land Transfer Act 1952

Land registration district

CANTERBURY



BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

See Annexure
Schedule

All

Encumbrancer

Surname(s) must be underlined or in CAPITALS

See Annexure Schedule

Encumbrancee

Surname(s) must be underlined or in CAPITALS

Black Rock Administration Limited

Estate or interest to be encumbered

Insert, eg, fee simple; leasehold in lease number, etc.

Fee simple

Encumbrance memorandum number

N/A

Nature of security

State whether sum of money, annuity, or rentcharge, and amount.

Rentcharge as hereinafter defined on Annexure Schedule

Operative clause

Delete words in [], as appropriate

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above certificate(s) of title or computer register(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the ~~{above encumbrance memorandum}~~ [Annexure Schedule(s)] **and** so as to incorporate in this encumbrance the terms and other provisions set out in the ~~{above encumbrance memorandum}~~ ~~and~~ [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Dated this day of

Attestation

	Signed in my presence by the Encumbrancer
	<i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
Signature [common seal] of Encumbrancer	Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Encumbrancee

Approved by Registrar-General of Land under No. 2002/6117
Annexure Schedule 1



Encumbrance
instrument

Dated

Page of pages

Terms

(Continue in additional Annexure Schedule(s) if required.)

- | | | |
|---|---|--|
| 1 | Length of term | 200 years commencing on the date of this Encumbrance |
| 2 | Payment date(s) | The 1st day of January in each year, if demanded by that date |
| 3 | Rate(s) of interest | Nil |
| 4 | Event(s) in which the sum, annuity, or rentcharge becomes payable | See Annexure Schedule |
| 5 | Events(s) in which the sum, annuity, or rentcharge ceases to be payable | See Annexure Schedule |

Covenants and conditions

(Continue in additional Annexure Schedule(s) if required.)

--

Modification of statutory provisions

(Continue in additional Annexure Schedule(s) if required.)

See Annexure Schedule 4

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 2 of 2 Pages

*(Continue in additional Annexure Schedule, if required.)***Unique identifier(s) or C/Ts**

1. 469201-469233, 469235-469247, 469249 and 469250
2. 469234
3. CB9T/46

Encumbrancer

Stowe Properties Limited as to the land firstly described, Thomas CRAIG and Sally Anne BREMNER as to the land secondly described and Castle Hill Village Limited as to the land thirdly described

Terms continued

The Encumbrancer as registered proprietor of the land in the aforementioned Certificates of Title being desirous of rendering the said land for the purpose of securing to and for the benefit of the Encumbrancee the Rentcharge (**Rentcharge**) specified below, do hereby encumber as set out herein, the said land for the benefit of the Encumbrancee with the Rentcharge now specified which is to be raised and paid at the times and in the manner following:

The Rentcharge shall be the sum of all the annual service charges payable in instalments levied pursuant to a Deed of Covenant between the Encumbrancer and Encumbrancee which are unpaid (whether or not any date by which payment is required shall have elapsed) and any other amount of the Encumbrancer's share of the said annual service charges (calculated in accordance with the provisions of the said Deed) which by operation of law (whether pursuant to the Insolvency Act 1967, the Companies Act 1993 or otherwise) are not able to be charged to or are irrecoverable by ordinary action from the Encumbrancer, and 10 cents per annum (which shall be due and payable on each anniversary of the date of this Memorandum of Encumbrance.

The amount of the Rentcharge shall be due and payable immediately upon the dates that the Encumbrancer's share of the said annual service charges are levied.

Any payment made by or on account of the Encumbrancer for the share of the said annual service charges shall correspondingly reduce the amount of the Rentcharge calculated as due.

And, subject as aforesaid, the said Black Rock Administration Limited as Encumbrancee shall be entitled to all powers and remedies given to an Encumbrancee by the Land Transfer Act 1952 and the Property Law Act 2007.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2003/6150

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



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

Order for New Certificate of Title

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

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Canterbury Finance Limited	Mortgagee under mortgage number 6440419,3
-----------------------------------	--

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]~~

~~[section _____ of the _____ Act _____]~~

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

the Consentor hereby consents to:
the deposit of LT 418001 and the creation of the easements detailed in the Memorandum of Easements and the issue of new titles herein, Memorandum of Encumbrance and the annexed easements and restrictive covenants

Dated this _____ day of _____

Attestation

<p><i>Alan</i> Director ALLAN JAMES HUBBARD</p> <p><i>Robert</i> Director ROBERT ALEXANDER WHITE</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.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Doreen Toleafoa**, Bank Officer of Wellington, New Zealand
certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

24 APRIL 2009

[Full name]

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be 'Doreen Toleafoa'.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BOBS COVE DEVELOPMENTS LIMITED	as Caveator under Caveat 8011667.1
---------------------------------------	------------------------------------

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]

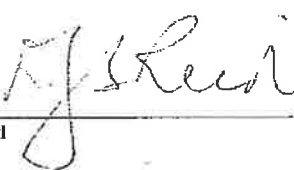
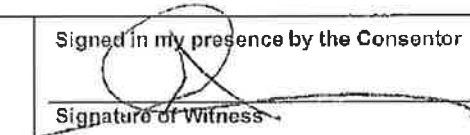
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 8th day of **July** **2009**

Attestation BOBS COVE DEVELOPMENTS LIMITED by its Director DONALD JOHN STEWART REID  DJS Reid Signature of Consentor	Signed in my presence by the Consentor  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	PETER JOHN CORDNER SOLICITOR CHRISTCHURCH

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.

Approved by Registrar-General of Land under No. 2003/8150

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



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

Page 1 of 1 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED	as Mortgagee under Mortgage 7012885.3
--	---------------------------------------

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]

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this **3rd** day of **July** 2009

Attestation

<p>CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED by its Directors</p> <div style="margin-top: 20px;"> <p> _____ P.J. Cordner</p> <p> _____ T.J. Hill</p> </div>	<p>Signed in my presence by the Consentor</p> <hr/> <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Gabrielle Christabel REID	as Caveator under Caveat 8016355.1
----------------------------------	---

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]


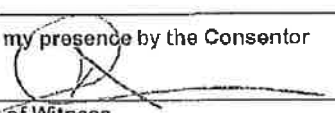
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:
the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 9th day of **July** **2009**

Attestation

	<p>Signed in my presence by the Consentor</p> 
	<p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation PETER JOHN CORDNER SOLICITOR</p> <p>Address CHRISTCHURCH</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.

Affected Computer Registers	Land District
469242	Canterbury
469243	Canterbury
469244	Canterbury
469245	Canterbury
469246	Canterbury
469247	Canterbury
469249	Canterbury
469250	Canterbury
CB9F/46	Canterbury

Annexure Schedule: Contains 10 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

I certify that the Mortgagee under Mortgage 7012885.3 has consented to this transaction and I hold that consent

I certify that the Caveator under Caveat 8011667.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

I certify that the Caveator under Caveat 8016355.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Stephen Andrew Jeffery as Grantor Representative on 20/07/2009 04:03 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 Stephen Andrew Jeffery as Grantee Representative on 20/07/2009 04:03 PM

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

Approved by Registrar-General of Land under No. 2007/6225

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Stowe Properties Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

Stowe Properties Limited, Castle Hill Village Limited, Thomas CRAIG and Sally Anne BREMNER

Grant* of easement or profit à prendre or creation or 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).

Dated this day of 2009

Attestation

Signature [common seal] of Grantor	Signed in my presence by the Grantor
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Grantee	Signed in my presence by the Grantee
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

3

pages

Schedule A*(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant	Y on DP 418001	Lot 1 DP 418001 CT469201	Lots 2-47, 49 and 50 DP 418001 CTs 469202- 469247 (inclusive), 469249 and 469250 Lot 10 DP 12836 CT CB9E/46

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Approved by Registrar-General of Land under No. 2002/5032

Annexure ScheduleInsert type of Instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2**1. Background**

- 1.1 The Grantor and the Grantee wish to protect the visual appearance and maintenance of the landscape feature within the Black Point Subdivision. To achieve this, the Grantor hereby covenants with the Grantee, as set out below and hereby request that such Covenant be noted against all the titles having the benefit and those having the burden of this Covenant.
- 1.2 This Covenant shall forever:
- 1.2.1 run with Certificate of Title 469201; and
- 1.2.2 be for the benefit of and appurtenant to each of the Certificates of Title 469202 to 469247, 469249 and 469250 and CB9F/46.

2. Definitions

- 2.1 For the purposes of this Covenant:
- 2.1.1 **Subdivision** means Lots 1-47, 49 and 50 Deposited Plan 418001 and Lot 10 Deposited Plan 12836;
- 2.1.2 **Entrance Feature** means the rock wall contained within area Y on Deposited Plan 418001; and
- 2.1.3 the headings used in this document are for convenience only and do not form part of the Covenant nor are they to be used in interpretation of the Covenant.

3. Covenant

- 3.1 The Grantor *shall not* alter the design, exterior coating and/or sealer, colour or structure of the Entrance Feature.
- 3.2 The Grantor shall also be responsible for the cleaning and maintenance of the Entrance Feature, such cleaning and maintenance to be to a reasonable standard taking into account:
- 3.2.1 fair wear and tear;
- 3.2.2 the original condition of the Entrance Feature; and
- 3.2.3 the standard of other similar features within the Subdivision.
- 3.3 Reasonable cleaning and maintenance shall include (but not limited to) the obligation to replace or repair with the same or similar kind of materials where the Entrance Feature has been damaged.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule
 Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

3.4 Notwithstanding the provisions of this clause 3, when the cleaning and maintenance of the Entrance Feature is the responsibility of a third party pursuant to a Deed of Covenant that the Grantor may have entered into with that third party, the costs of such cleaning and maintenance will be determined in accordance with such Deed of Covenant.

4. Dispute Resolution

4.1 Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under this Covenant, if any dispute arises between or among the parties concerning this Covenant, then the parties shall enter into negotiations in good faith to resolve their dispute.

4.2 If the dispute is not resolved within 20 working days from the date on which the parties being 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 as an arbitrator.

4.3 If an arbitrator cannot be agreed upon within a further 10 days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury District Law Society.

4.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

5. Breach of Covenants

5.1 Should the Grantor fail to comply with or complete the covenants contained in the preceding clauses, the Grantor shall without prejudice to any of the Grantee's other rights or remedies:

5.1.1 pay to the Grantee liquidated damages at the rate of \$250.00 per day, from the date on which the Grantee notifies the Grantor of the failure until the date the Grantor remedies the failure, which shall be payable to the Grantee immediately upon receipt of a written demand for payment from the Grantee or from the Grantee's solicitors;

5.1.2 pay to the Grantee any costs incurred by the Grantee in enforcing or remedying a breach of any of the covenants herein contained;

5.1.3 remove or cause to be removed from the property, any building, structure or improvement so erected, or completed in breach or non observance of the covenants contained herein;

5.1.4 agree that the Grantee shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained herein, nor be liable to the Grantor for any breach thereof by any of the registered proprietors from time to time in the subdivision; and

5.1.5 covenant that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims, damages and demands in respect of breaches by the Grantor of any of the covenants herein contained.

5.2 It is agreed that the Grantee shall be able to recover its costs of remedying any of the Grantor's defaults under these covenants upon demand and until such costs are paid to the Grantee they shall bear interest at the rate of 10% per annum above the Grantee's current bank overdraft interest rate.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Order for New Certificate of Title

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Canterbury Finance Limited	Mortgagee under mortgage number 6440419.3
-----------------------------------	--

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~~

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the deposit of LT 418001 and the creation of the easements detailed in the Memorandum of Easements and the issue of new titles herein, Memorandum of Encumbrance and the annexed easements and restrictive covenants

Dated this _____ day of _____

Attestation

<p style="text-align: center;"><i>ALLAN</i> Director ALLAN JAMES HUBBARD</p> <p style="text-align: center;"><i>ROBERT</i> Director ROBERT ALEXANDER WHITE</p>	<p>Signed in my presence by the Consentor</p> <hr/> <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.



**CERTIFICATE OF NON-REVOCAION
OF POWER OF ATTORNEY**

I, **Doreen Toleafoa**, Bank Officer of Wellington, New Zealand
certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

24 APRIL 2009

[Full name]

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be 'Doreen Toleafoa'.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor
Surname must be underlined or in CAPITALS

Capacity and interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BOBS COVE DEVELOPMENTS LIMITED	as Caveator under Caveat 8011667.1
---------------------------------------	---

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]

[section _____ of the _____ Act _____]

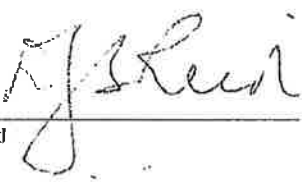
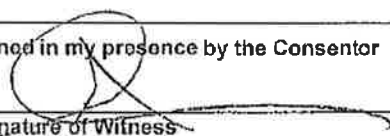
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 8th day of **July** **2009**

Attestation

BOBS COVE DEVELOPMENTS LIMITED by its Director DONALD JOHN STEWART REID  _____ DJS Reid	Signed in my presence by the Consentor  _____ Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name PETER JOHN CORDNER Occupation SOLICITOR Address CHRISTCHURCH
Signature of Consentor	

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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<p>CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED</p>	<p>as Mortgagee under Mortgage 7012885.3</p>
---	---

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]

[section _____ of the _____ Act _____]


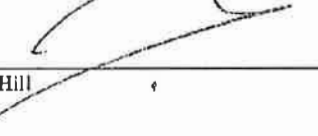
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this **3rd** day of **July** **2009**

Attestation

<p>CORDNER HILL SOLICITORS NOMINEE COMPANY LIMITED by its Directors</p> <p> PJ Cordner</p> <p> TJ Hill</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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument, Instruments to Create Land Covenants and Encumbrance Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Gabrielle Christabel REID	as Caveator under Caveat 8016355.1
----------------------------------	---

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]

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the registration of the Annexed Easement Instrument, Instruments to Create Land Covenants (2) and Encumbrance Instrument affecting the land in Certificate of Title CB9F/46.

Dated this 9th day of **July** 2009

Attestation

<p>Signature of Consentor</p> <p><i>[Handwritten Signature]</i></p>	<p>Signed in my presence by the Consentor</p> <p><i>[Handwritten Signature]</i></p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation PETER JOHN CORDNER SOLICITOR</p> <p>Address CHRISTCHURCH</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.