

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

EI 7769649.5 Easemen

Cpy - 01/01, Pgs - 015, 02/04/08, 08:10



Land registration district

CANTERBURY

Grantor

Surname(s) must be underlined or in CAPITALS.

THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CHRISTCHURCH

Grantee

Surname(s) must be underlined or in CAPITALS.

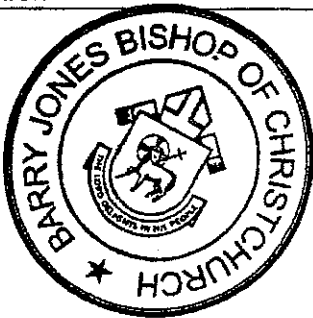
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CHRISTCHURCH

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 13 day of March 2008

Attestation



Signed in my presence by the Grantor

A M Brown

Signature of witness

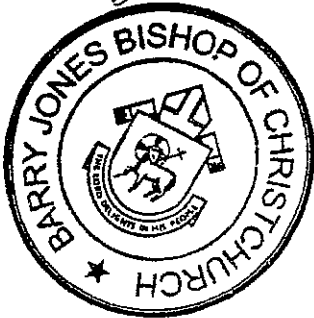
Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Anne Mary Brown
Legal Executive
Christchurch

Address

Signature [common seal] of Grantor



Signed in my presence by the Grantee

A M Brown

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Anne Mary Brown
Legal Executive
Christchurch

Address

Signature [common seal] of Grantee

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

[Signature]

[Solicitor for] the Grantee

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



Easement instrument

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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)
Land Covenants			

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] [negatived] [added to] or [substituted] by:~~

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952],~~

~~[the provisions set out in Annexure Schedule 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

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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.)

ANNEXURE SCHEDULE 2

COVENANT PROVISIONS

The Grantor covenants with the Grantee as set out in Schedule B herein and the covenants form part of this memorandum and the Grantee and the Grantor hereby request that such covenants be noted against the titles set out in Schedule A.

It is the Grantor's intention to create for the benefit of the registered proprietors of the dominant tenement in Schedule A (hereinafter referred to as the "Schedule A Dominant Lots") the land covenants set out in Schedule B hereof over the land of the registered proprietors of the servient tenement in Schedule C (hereinafter referred to as the "Schedule C Servient Lots") TO THE INTENT the Schedule C Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereof and that the owners and occupiers for the time being of the Schedule A Dominant Lots may enforce the observance of such stipulations and restrictions against the owners for the time being of the Schedule C Servient Lots.

The covenants in Schedule B shall be restrictive covenants running for the term specified in Schedule B for the benefit of the Schedule A Dominant Lots.

SCHEDULE A

Certificates of Title 393515 to 393531, 393533 to 393551, 393553 to 393577 and 393582.

SCHEDULE B

1. Interpretation

- 1.1. Grantor – includes the registered proprietor for the time being of the land
- 1.2. Land and Lot mean any Lot having the burden and/or benefit of these covenants
- 1.3. The headings used in this document are for convenience and do not form part of the covenants nor are to be used in interpretation of the covenants

2. Covenants by Schedule C Servient Lots

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.

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Annexure Schedule



Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

2.1. The registered proprietor for the time being of any part of the land described in Schedule C Servient Lots shall:

3. Buildings:

3.1. Not erect or place or permit to be erected or placed on:

3.1.1. Lots 799m² and less – any dwelling house which has a floor area of less than 180m² including garaging under one roof, provided this provision shall also apply to Lot 1.

3.1.2. Lots containing between 800m² and 999m² - any dwelling which has a floor area of less than 195m² including garaging under one roof, provided however this provision shall not apply to Lot 1.

3.1.3. Lots 1000m² or more – any dwelling house which has a floor area of less than 200m² including garaging under one roof.

Provided that the following restrictions shall replace the above restrictions as they apply to Lots, 9, 10, 13, 15, 17, 62, 74, 80 and 94 if any of these Lots are used to build two dwelling houses thereon:

3.1.4. Not erect or place or permit to be erected or placed thereon any more than two (2) single storey dwelling houses per Lot.

3.1.5. Not erect or place or permit to be erected or placed thereon any dwelling house which has a floor area of less than 130m² including garaging under one roof.

3.1.6. Not have less than 85m² outdoor living area for each dwelling house.

3.1.7. Not have site coverage exceeding 30% per dwelling house.

3.2. Not erect or permit to be erected or placed on any Lot any accessory building, carport, decking or roof overhang which is not architecturally integrated within the design of the dwelling house.

3.3. Not erect or place or permit to be erected or placed on any Lot any attachment to the dwelling house and/or garage (including but not limited to television aerials, satellite dishes, solar hot water panels and radio masts) which is not constructed or erected in such a way as to be not reasonably visible from any road, thoroughfare or reserve and in any event not to erect any stand alone aerial or radio mast.

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Annexure Schedule



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- 3.4. Not erect or permit to be erected on any Lot any building in other than new materials (provided that any building may be erected in second hand bricks).
- 3.5. Not construct any building on any Lot with an external cladding (except for the cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials.
- 3.6. Not leave the outside of any dwelling or other structure unfinished or any exterior walls or doors unpainted or unstained, except where cedar cladding or decorative bricks/stone are used.
- 3.7. Not use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) or pre-painted longrun pressed steel or exterior cladding of materials other than clay, brick, stained timber weatherboard, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above.
- 3.8. Not erect or cause to be erected any wall (of not less than 4 metres in length) of a house or garage with a street frontage without at least two windows therein.
- 3.9. Not allow any external plumbing (other than rainwater downpipes) to protrude from any external wall that is visible from any road fronting the land.
- 3.10. Not erect a dwelling unless the same is built on site and from architectural designs, and shall not erect or cause to be erected any relocatable or kitset dwelling or similar structure.
- 3.11. Not construct, place or permit any caravan, hut or other similar structure for any kind of permanent or temporary residential use.
- 3.12.
 - 3.12.1. Not fail to commence the construction of the dwelling house within 30 months of the date of the deposit of the plan of subdivision relating to the Lot and not fail to complete the dwelling house within 9 months of commencement of construction
 - 3.12.2. Not to use the land as a residence before a building has been substantially completed in accordance with the terms of these covenants and the requirements of any territorial authority.
 - 3.12.3. Not permit the dwelling house to be occupied unless all driveways, paths and fences are completed in permanent materials and all

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Annexure Schedule



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unpaved areas are properly grassed or landscaped within three (3) months of the date of occupation of the dwelling house.

- 3.13. Not construct any clothes line in such a way as to be highly visible from any road or thoroughfare in the subdivision or to construct any letter box which is not aesthetically sensitive in terms of the design of the dwelling or the locality.
- 3.14. Not access any Lot, and will ensure their employees, agents, contractors, and sub-contractors do not access any Lot, other than by way of the road frontage directly in front of the land, or from the right of way (if any) contiguous to the land over which right of way the registered proprietor has a legal right of way and will not drive, bring, store, place or leave any vehicles, machinery, tools or building materials over or on any property adjoining the land or cause any damage to such adjoining land, road, curbing, footpaths or berms or landscaped or planted areas or enhancements or architectural features and the registered proprietor will without demand immediately (time being strictly of the essence) at the cost of the registered proprietor repair and reinstate any such damage and if the registered proprietor fails to rectify such damage to the satisfaction of the Grantor acting reasonably, then the Grantor or its nominee may carry out such rectification works at the cost of the registered proprietor. Any monies so expended by the Grantor which are not paid by the registered proprietor to the Grantor within 5 working days of written demand by the Grantor to the Registered Proprietor, will incur interest at the rate of 16% per annum (calculated on a daily basis) until paid in full.
- 3.15. Not commence or carry out any works on any Lot (including site preparation) prior to the erection and completion of all side and rear boundary fences or prior to road metalling of the berm and curb crossing area to a maximum of 4.5 metres in width.
- 3.16. Not permit the removal of soil from any Lot except as shall be necessary for the construction of improvements on the land.
- 3.17. In respect of Lot 1 referred to in Schedule D not erect any building in the labelled area marked "DA" on DP 398707 that does not satisfy the 40 metre setback requirements from the State Highway 1 carriageway specified in Rule 31.8 – Township Volume Selwyn District Plan.
- 4. **Fencing and Landscaping:**
 - 4.1. Not remove or cause to be removed any structure, fencing, or landscaping erected or planted by the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch either on any Lot or land adjoining any Lot.

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Annexure Schedule



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4.2. Not erect or permit to be erected on any Lot any fence or boundary wall fronting a road boundary of the Lot other than fences or boundary walls constructed of:

4.2.1. concrete block, stone, brick, wrought iron, steel, or tubular metal (or any combination of the foregoing); or

4.2.2. plastered or painted concrete block or brick or stone columns (or any combination of the foregoing) each column being of not less than 300mm squared with wooden fence sections of not more than 2500mm in length between such columns with such wooden sections to be constructed using wooden palings not less than 25mm in thickness and ensuring they do not overlap but are battened together and shall have a top and bottom finish rail along the entire section of such wood **PROVIDED THAT** the registered proprietor will expeditiously reinstate any areas of planting or landscaping that the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch has carried out in front of the road boundary of the Lot that is damaged or destroyed during the construction of a fence, dwelling or any other construction work carried out on the Lot by the registered proprietor or its agents.

4.3. In respect of the Lots referred to in Schedule E:

4.3.1. not erect any fence, boundary wall, structure (other than a letterbox) or building within the labelled area fronting the road boundary and/or reserve.

4.3.2. not plant the area between any boundary fence and road boundary within the labelled area with planting that will exceed 0.6 metres in height and not fail to maintain this area to a high standard at all times.

4.3.3. not erect any side fence or side boundary wall on the boundary of the labelled area greater in height than 1.2 metres above natural ground level within 2 metres of any road boundary on any side boundary not fronting a reserve.

4.4. In respect of all other Lots fronting Rolleston Drive and Lots 95, 96 and 97 fronting Brookside Road:

4.4.1. not erect any front fence, front boundary wall, structure (other than a letterbox or the side fence referred to in clause 4.4.2 herein) or building on or within 1 metre of the Rolleston Drive or Brookside Road boundary.

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4.4.2. not erect any side fence or side boundary wall greater in height than 1.2 metres above natural ground level within 2 metres of either the Rolleston Drive or Brookside Road boundary unless otherwise restricted herein.

4.5. In respect of Lots 9 and 10, 17 and 19, 57, 82 and 83, 70, 72, 95 and 96 not allow the maintenance of landscape feature fencing erected by the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch on the boundary with the reserve to deteriorate taking into account fair wear and tear and the original condition of such feature fencing.

4.6. In respect of Lot 1 not interfere with the bund and sound attenuation wall erected on the north west boundary of the said Lot to ensure the integrity of the bund and sound attenuation wall at all times.

4.7. Not permit or suffer any rubbish, noxious substance, noxious livestock and/or birds or animals likely to cause nuisance or annoyance to the neighbouring occupiers to accumulate and/or be placed upon any Lot or permit grass and/or weeds to grow to such height so as to become unsightly including any road berm fronting any Lot.

5. Vehicle Access:

5.1. Not construct a driveway and/or a vehicle crossing in a position that would require the removal of any structures, fencing or landscaping erected or provided by the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch

5.2. In respect of the Lots referred to in Schedule F not construct a driveway or vehicle crossing across or on the labelled area adjoining any Lot also referred to in Schedule F to ensure the integrity of the swales and/or landscape strips at all times.

6. General:

6.1. Not use any Lot or any building on any Lot or permit or suffer the same to be used for any trading or commercial purposes (other than for a home office) without having first obtained the written consent of all registered proprietors of Lots adjoining and/or facing the land and otherwise having complied with all relevant Territorial Authority (and its successors) regulations in respect of such use.

6.2. Not erect or allow to be erected any advertisement, sign or hoarding of a commercial nature (other than a sign pertaining to the sale of the land) on any part of any Lot.

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6.3. Not bring onto or allow to remain on any Lot in front of the dwelling visible from any road (or on any road or thoroughfare in the subdivision) any caravan, commercial vehicle (other than a private passenger car), craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or screened from the road adjacent to the Lot so as to preserve the amenities of the neighbourhood provided that this prohibition will not apply to the occasional temporary parking of such vehicle or items.

6.4. Not to suffer any dog or other pet to be kept in or about any Lot which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and, in particular, without otherwise limiting this restriction, not to keep on or about any Lot any dog which in whole or part appears to be a pit bull terrier, Rottweiler, or Doberman Pinscher. The keeping of pigeons is expressly prohibited.

6.5. Accept the decision of the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch or its nominee in any situation where the Grantor's approval or consent is required and acknowledge that the Grantor may grant or decline such approval or consent at the sole discretion of the Grantor or may grant approval or consent on such terms and conditions as the Grantor requires.

6.6. Not to install or allow to be installed any storm water discharge system for buildings or other structures other than in accordance with clauses 3 and 4 of resource consent CRC062305 and not refuse to comply with the directions of the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch or his nominee to ensure the integrity of the storm water system at all times.

7. Fencing Act Covenant and Fencing Contribution:

7.1. In respect of Lots 1, 9, 10, 17, 19, 57, 70, 72, 82, 83, 95 and 96 not call upon the Selwyn District Council to contribute to the cost of any fencing between the said Lot and the adjoining reserve.

7.2. Not call upon the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch to pay for or contribute towards the expense of construction or maintenance of any boundary fence PROVIDED HOWEVER that this covenant shall not enure for the benefit of any subsequent registered proprietor of the Lots in the subdivision.

7.3. Not refuse to reimburse the adjoining owner 50% of the actual and reasonable cost of any side or rear boundary fence that has been erected by the adjoining owner and paid for in full by such adjoining owner prior to the registered proprietor completing the purchase. The Grantor is of the opinion that the average cost of a standard paling fence as at the date hereof is approximately

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\$50 per linear metre, inclusive of GST. By way of clarification an adjoining owner for the purposes of this clause is not the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch but a subsequent purchaser from the Grantor so that the intent of this clause is for an adjoining owner to be reimbursed as defined herein notwithstanding the provisions of the Fencing Act 1978.

8. Enforcement:

8.1. Not allow or cause any breach or non observance of any of the foregoing covenants (and without prejudice to any other remedies available at law to the Grantor or to any other liability which the registered proprietor may have to any person having the benefit of this covenant) the registered proprietor will upon written demand being made by the Grantor or any of the registered proprietors of the Lots described in Schedule A herein:

8.1.1. pay to the person making such demand the sum of \$100.00 per day in total (as liquidated damages) for every day that such breach or non observance continues after the date upon which written demand has been made; and

8.1.2. remove or cause to be removed from the land any improvements which have been erected or placed on the land in breach or non observance of any of the foregoing covenants.

8.2. Acknowledge the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained in the preceding clauses nor be liable for any breach thereof by any of the registered proprietors from time to time of any of the Lots that comprise the subdivision.

8.3. Acknowledge that the Grantor the said Roman Catholic Bishop of the Diocese of Christchurch shall not be liable for any breaches of the covenants herein contained in respect of any Lot after it has sold and transferred title to such Lot.

9. Duration and Cessation of Effect:

9.1. Notwithstanding anything to the contrary, the restrictive covenants contained in clauses 3 to 4.7 shall apply only for a period of ten (10) years from the date of deposit of Land Transfer Plan 398707.

9.2. The covenants contained in schedule B will automatically cease to have any effect on any allotments that will vest as road or reserve following the subdivision of Lot 200, Identifier 393582. The effective date of such cessation

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of effect shall be the deposit by Land Information New Zealand of any plan of subdivision of Lot 200 or any part thereof.

SCHEDULE C

Certificates of Title 393515 to 393531, 393533 to 393551, 393553 to 393577

SCHEDULE D

LOT NO:	Labelled Area
1	DA

SCHEDULE E

LOT NO:	Labelled Area
9	AC, BA
10	AD, BB
17	BC
19	BD
57	BU
58	FA
59	GA
60	HA
61	AJ, BV
62	AK, BW
63	BX
64	BY
65	AL, BZ

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LOT NO:	Labelled Area
66	AM, CA
67	CB
68	CC
69	V
70	CD
72	CE
73	CF
74	CG
75	CH
76	KA
77	JA
78	AN, CJ
79	AP, CK
80	CL
81	CM
82	CN
83	CP
95	CQ
96	CR

SCHEDULE F

LOT NO:	Labelled Area
5	AA
6	AB
9	AC

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LOT NO:	Labelled Area
10	AD
14	AE
15	AF, AG
16	AH
61	AJ
62	AK
65	AL
66	AM
78	AN
79	AP
84	AQ
85	AR
88	AS
89	AT
97	AU PA

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**CERTIFICATE OF NON-REVOCATION
OF DEED OF DELEGATION**

I, **PATRICK JOHN BEBAN** of Christchurch, in New Zealand, Diocesan Financial Administrator, hereby certify:

1. That by Deed dated 22nd August 2007, **BARRY PHILLIP JONES** of Christchurch in New Zealand, Roman Catholic Bishop of the Diocese of Christchurch, in exercise of the powers contained in Section 23 of the Roman Catholic Bishops Empowering Act 1997 appointed me his Delegate on the terms and subject to the conditions set out in the said Deed.
2. That Deed delegates the power to me to execute any Deeds or documents, whether or not intended for registration under that Land Transfer Act 1952 and its amendments.
3. That the Deed of Delegation is to be registered in the Canterbury Land Registry.
4. That at the date hereof I have not received any notice of information of the revocation of that appointment by the death of the said **BARRY PHILLIP JONES** or otherwise.

SIGNED at Christchurch this 13th day of March 2008.

