

Kaiapoi, 43 Ranginui Drive

Section in Beachgrove - 631sqm of Opportunity

Take advantage of this opportunity to build your dream home your way on this spacious 631sqm TC2 section in the sought-after Beachgrove subdivision. Enjoy the perfect balance of peaceful suburban living with the convenience of being just minutes from the town centre, schools, nearby reserves and the coastline is within easy reach. For those working in Christchurch, the new Christchurch Northern Corridor Motorway provides a quicker convenient route. Whether you're a first-home buyer, growing family, or investor, this is an exceptional chance to secure a prime piece of land in a thriving community.

With a change of plans for my vendors, your dream home starts here, so don't miss out, get in quick!

For Sale By Negotiation Web harcourts.net/L33029250

Council Rates \$2,202.92 pa **RV** \$380,000 **Approx Land Area** 631sqm



Jimmy Pattinson Licensed Sales Consultant 0225485967 jimmy.pattinson@harcourts.co.nz



Property Details

Property Type

Section Res

Features & Chattels

Additional Information

More Details URL

harcourts.net/L33029250

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- **1** Title
- **2** Additional Information
- 3 LLUR Report



Please be aware that this information has been supplied by the vendor and/or sourced from: Property Guru, Property Smarts, LINZ, Local Councils, ECAN, CERA and other organisations. Harcourts Four Seasons Realty 2017 Ltd is passing over this information. Therefore, we cannot guarantee its accuracy or reliability and recommend purchasers undertake their own due diligence.



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD

Search Copy



R.W. Muir Registrar-General of Land

Identifier1065393Land Registration DistrictCanterburyDate Issued15 July 2022

Prior References 1054555

EstateFee SimpleArea631 square metres more or lessLegal DescriptionLot 177 Deposited Plan 576930Registered OwnersDaniel Mladek and Blanka Mladek Pokorna

Interests

Land Covenant in Covenant Instrument 11782584.11 - 24.6.2020 at 2:04 pm 12196470.1 Variation of Land Covenant 11782584.11 - 22.7.2021 at 5:15 pm Land Covenant in Covenant Instrument 12196470.12 - 22.7.2021 at 5:15 pm Land Covenant in Covenant Instrument 12302701.9 - 26.1.2022 at 11:54 am Land Covenant in Covenant Instrument 12392817.6 - 3.3.2022 at 10:10 am Land Covenant in Covenant Instrument 12431755.6 - 27.5.2022 at 3:53 pm Land Covenant in Covenant Instrument 12489270.2 - 15.7.2022 at 2:29 pm 12489270.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12489270.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 2:29 pm 12538770.3 Mortgage to Kiwibank Limited - 23.8.2022 at 2:08 pm





View Instrument Details



Instrument No Status **Date & Time Lodged** Lodged By Instrument Type

11782584.11 Registered 24 June 2020 14:04 Leeming, Nicholas Patrick Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
916315	Canterbury
916316	Canterbury
916317	Canterbury
916318	Canterbury
916319	Canterbury
916320	Canterbury
916321	Canterbury
916322	Canterbury
916323	Canterbury
916324	Canterbury
916325	Canterbury
916326	Canterbury

Annexure Schedule Contains 12 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V
Signature	
Signed by Nicholas Patrick Leeming as Covenantor Representative on 24/06/2020 01:13 PM	

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	Ø
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	Ø
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ø

Signature

Signed by Nicholas Patrick Leeming as Covenantee Representative on 24/06/2020 01:13 PM

*** End of Report ***

Form B

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

(Section 109 Land Transfer Act 2017)

Grantor

BEACH ROAD ESTATES LIMITED

Grantee

BEACH ROAD ESTATES LIMITED

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A	Co	ntinue in additional Annexu	re Schedule, if required
Purpose of easement or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 542977	916315, 916316, 916317, 916318, 916319, 916320, 916321, 916322, 916323, 916324, 916326 (in respect of Lot 1000 DP 542977 and Lot 113 DP 498086 only)	916315, 916316, 916317, 916318, 916319, 916320, 916321, 916322, 916323, 916324, 916325, 916326 (in respect of Lot 1000 DP 542977 and Lot 113 DP 498086 only)

Form B - continued

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

Land	d Covenants (Stage 2)
1	
<u> </u>	These Land Covenants relate to the land in Stage 2 of Beach Grove
1.2	These Land Covenants relate to the land an orage 2 or obtained or all such as the obligations imposed by the Waimakariri District Plan and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.
2	GRANT OF LAND COVENANTS
2.1	Subject to clause 2.4, the Grantor covenants and agrees with the Grantee that the Grantor will at all times observe and perform the covenants contained in this Easement Instrument to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Servient Tenements and Dominant Tenements (together "the Land") and each and all of the registered proprietors of the land but:
	 a. the Grantor will be liable only for breaches of the covenants contained in this Easement Instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land; and
	b. Beach Road Estates Limited will not be liable for breaches of the covenants contained in this Easement Instrument while it is the registered proprietor of the Land or any part of the Land.
2.2	The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Grantor of these covenants.
2.3	The Grantee will not call on Beach Road Estates Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any property and adjoining property of the Grantee provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.
2.4	The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Servient Tenements, in which case the waived covenants will not apply to the relevant Servient Tenements to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Grantor nor the Grantee has any right, claim or remedy whether against the Developer, the Grantor or the Grantee in respect of any such waiver or decision not to grant such waiver.

3	DESIGN COVENANTS				
3.1	The Grantor covenants not to:				
	a.	Erect (or permit or suffer to be erected) on the Servient Tenement:			
		(i)	any Bu landsc specifi final w in writ approv aspect	uilding unless the plans (including the site plan, concept plan, caping plan, fencing plan & exterior colour schemes) and ications (including the materials used in construction) and the vorking drawings and specifications have first been approved cing by the Developer in accordance with its prescribed val processes. The Developer's decision in relation to all cs of the approval will be final;	
		(ii)	any Bu with th that la	ailding on Urban 1 Land or Urban 2 Land that does not comply ne requirements of the relevant land use resource consent for nd;	
		(iii)	any Bu not co Fencin	ilding on Suburban 1 Land or Suburban 2 Land that does mply with the requirements of the Beach Grove Suburban g Plan;	
		(iv)	any Bu Develo	ilding other than a Building that has been approved by the oper;	
		(v)	any Bu and us	uilding other than a single Home, garage, storage sheds, ual accessory buildings;	
		(∨i)	any re contaii recycle	-locatable, pre-built or kit-set Building or any Building ning second-hand materials (other than second-hand ed bricks) unless approved in writing by the Developer;	
		(vii)	any Bu tile or differe specific copper spoutin	ilding with a roof constructed from anything other than slate, a pre-coloured steel product unless the Developer agrees to a int roofing material as part of the approval of the plans and cations and no Building shall have a roof constructed from r, zinc alum or any unpainted metal surface or have copper ing or down pipes other than in accordance with this clause;	
		(viii)	any sig	n visible from outside the Developed Property except:	
			(A)	one standard real estate sign which shall be no larger than 600cm x 1m and no higher than 1.2m above Ground Level;	
			(B)	signage erected by the Developer;	
			(C)	signage approved by the Developer on such conditions as the Developer thinks fit;	
And all signs erected in accordance with this of requirements and the rules applicable to the Resic All signs shall be located appropriately and mainta the Developer in all respects. The Developer may g to any registered proprietor of a Developed Proper does not comply with these Covenants.		erected in accordance with this clause are subject to the and the rules applicable to the Residential 7 zone of the WDP. be located appropriately and maintained to the satisfaction of in all respects. The Developer may give 24 hours written notice red proprietor of a Developed Property to remove any sign that by with these Covenants.			

	(ix)	any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
	(×)	any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
	(xi)	any Home without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;
	(xii)	any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property; or
	(xiii)	any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
b.	Take a plans and la soil, e excep intent expec appro	iny more than twelve (12) months from the date of approval of the and specification to complete construction of the Building and fencing ndscaping of the Developed Property (including removing any excess arth, clay, sand or shingle) in accordance with the approved plans t in the case of the Grantor owning two adjoining lots with the ion of constructing one Home on those lots in which case the ted completion date will be advised to the Grantor as part of the plans val process.
C.	Permi or sto Develo	t during the course of construction the loading, unloading, delivery rage of building materials other than within the boundaries of the oped Property.
d.	Carry regula bounc down the co	out any construction unless an adequate rubbish skip is available and Irly emptied or replaced or permit any rubbish to blow outside the laries of the Developed Property or permit any vehicles to be washed other than within the boundaries of the Developed Property during purse of construction.
e.	Permi Develo purpo suitab worke	t the Grantor's construction workers and contractors to use the oped Property or any other area in the Development for toileting ses and prior to construction commencing the Grantor shall provide a le portable toilet facility for use by the Grantor's construction ers and contractors.
f.	Provid Develo Develo	le car parking for less than one vehicle that can be parked on the oped Property and less than one vehicle that can be garaged on the oped Property.

	g.	Use colours on the exterior roof or wall other than those approved by the Developer.
	h.	Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping or accommodation on any Developed Property.
4	LAND	USE COVENANTS
4.1	The Gr	rantor covenants not to:
	а.	Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
	b.	Use the Developed Property as a residence until the date of issue of a Code Compliance Certificate by the Waimakariri District Council.
	c.	Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer.
	d.	Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
	e.	Permit any part of the Developed Property to form a private or legal road to an adjoining property.
	f.	Permit any damage to be caused to any Servient or Dominant Tenement and any adjoining property (including, without limitation, berms, footpaths, stormwater swales, tree planning and fences) as a consequence of construction work on the Developed Property. The Grantor shall promptly make good any damage.
	g.	Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered proprietors of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.
	h.	Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property.

	i.	Bring or allow to be brought onto any Development Property motor vehicles of a gross laden weight of more than 4,500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property.	
	j.	Permit the state or repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.	
	k.	Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.	
5	DEFAL	JLT	
5.1	If there sha Covenants of liability which benefit of the the Develop	II be any breach or non-observance on the Grantor's part of the Land contained in this Easement Instrument (and without prejudice to any other ch the Grantor may have to the Grantee or any other person having the nese Land Covenants) the Grantor will upon written demand being made by per or any of the registered proprietors of the Dominant Tenements(s):	
	а.	pay to each Grantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-observance of the Land Covenants contained in this Easement Instrument continues after the date upon which written demand has been made;	
	b.	remove or cause to be removed any Building, fence or other structure erected or place on the Servient Tenement in breach or non-observance of the foregoing Land Covenants; and	
	с.	replace any building materials so as to comply with these Land Covenants;	
	d.	reimburse the Developer whilst the Developer is the registered proprietor of any Dominant Tenement on demand all legal and other costs incurred by it in dealing with the Grantor's breach.	
5.2	5.2 The Grantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered proprietors of the Servient Tenement.		
5.3	3 The Granto any refusal the transfe provided he	r will not have any claim in damages against the Developer on account of to grant or the grant of any approval under these Land Covenants or for rring or assigning of its interest and right to grant or withhold approvals as erein if such transferee or assignee fails to observe those obligations.	

5.4	Whilst the Developer is the registered proprietor of any Dominant Tenement all breaches or non observance on the Grantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Grantee other than the Developer can take any action against a Grantor in respect of a breach or non- observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such the Grantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.			
6	DISPUTES			
6.1	If a dispute arises in relation to this Easement Instrument:			
	 a. the party initiating the dispute must provide full written particulars of the dispute to the other party; 			
	b. the parties must promptly meet and in good faith try to resolve the dispute;			
	c. subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to 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 and Westland Branch of the New Zealand Law Society.			
6.2	Notwithstanding clause 6.1c if any dispute arises in relation to the Easement Instrument including as to what may constitute a breach or as to matters of interpretation of this Easement Instrument whilst the Developer is the registered proprietor of any Dominant Tenement then the same shall be referred to the Developer for resolution whose decision shall be final.			
7	NO TERMINATION			
7.1	The Grantor may not determine this Easement Instrument for breach of any provision in this instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.			
8	INTERPRETATION			
8.1	Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:			
	"Authority" means the Waimakariri District Council or any other relevant			
	authority.			
	"Beach Grove Suburban Fencing Plan" means the plan attached in			
	Appendix 1.			

ſ

"Building" means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials.

"Developer" means Beach Road Estates Limited and / or its nominee and / or any developer who acquires the Development from Beach Road Estates Limited for the purposes of completing the Development.

"Developed Properties" means all of the residential Developed Properties within the Development.

"Developed Property" means any one property comprised on a separate certificate of title in the Development.

"Development" means the Beach Grove development in Kaiapoi.

"Home" means a Building or a group of Buildings designed and occupied as a single self contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

"Grantee" means the Grantee and where appropriate all the Grantee's successors in title and assigns;

"Grantor" means the Grantor and where appropriate all the Grantor's successors in title and assigns;

"Ground Level" means the finished ground level of a Developed Property as at the date of deposit of the Subdivision Plan which creates that Developed Property.

"Home Office" means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

"Land Covenants" means these covenants.

"Outline Development Plan" means the Beach Grove outline development plan attached in Appendix 2.

"Subdivision Plan" means a subdivision plan showing Developed Property boundaries.

"Suburban 1 Land" means land shown as Suburban 1 land on the Outline Development Plan.

"Suburban 2 Land" means land shown as Suburban 2 land on the Outline Development Plan.

"Urban 1 Land" means land shown as Urban 1 land on the Outline Development Plan.

"Urban 2 Land" means land shown as Urban 2 land on the Outline Development Plan.

"WDP" means the Waimakariri District Plan as amended from time to time.

"Working Days" means a day which is not a Saturday, Sunday or public holiday in Canterbury.

Appendix 1

Beach Grove Stage 2 Fencing Plan

Beach Grove - Stage 2 Land Covenants v4 (fencing all lots) 150525.docx

7



Annexure Schedule: Page:12 of 12



View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type





Affected Records of Title	Land District
916315	Canterbury
916316	Canterbury
916317	Canterbury
916318	Canterbury
916319	Canterbury
916320	Canterbury
916321	Canterbury
916322	Canterbury
916323	Canterbury
916324	Canterbury
916325	Canterbury
916326	Canterbury
Affected Instrument	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017 11782584.11

Annexure Schedule Contains 16 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V
Signature	
Signed by Nicholas Patrick Leeming as Covenantor Representative on 06/07/2021 03:56 PM	
Covenantee Certifications	
I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	V

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge $\mathbf{\nabla}$ this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied \checkmark 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 \checkmark the prescribed period

Signature

Signed by Nicholas Patrick Leeming as Covenantee Representative on 06/07/2021 03:56 PM

*** End of Report ***

Genera

Approval 2018/6265

ADLS

a 6 10 1 10

Approved for ADLS by Registrar-General of Land under No. 2018/6265 COVENANT INSTRUMENT TO VARY LAND COVENANT

Section 116(3) Land Transfer Act 2017

Covenantor

Surname(s) must be underlined or in CAPITALS.

50 0 CP30 7 6

Beach Road Estates Limited, Mike Greer Homes North Canterbury Limited, Gareth Malcolm James and Makera Emma Sue Hansen, Julie Anne Howell and Farry & Co Trustees Limited, Jack Zambezie Thomas James Sydney Orchard and Melissa Sarah Smith, Liam Alex Dallimore and Ricky Anthony Dallimore, Ryan Daryl Colebrook and Jemma Casey Bennenbroek, Shay Leeza Shani, Joanne Marie Rice, Mark Anthony Taubert and Cheryl Florence Taubert, Colin Alexander Grant And Lynne Grant, Carol Ann Cullen

Covenantee

Surname(s) must be underlined or in CAPITALS. Eeach Road Estates Limited, Mike Greer Homes North Canterbury Limited, Gareth Malcolm James and Makera Emma Sue Hansen, Julie Anne Howell and Farry & Co Trustees Limited, Jack Zambezie Thomas James Sydney Orchard and Mellssa Sarah Smith, Liam Alex Dallimore and Ricky Anthony Dallimore, Ryan Daryl Colebrook and Jemma Casey Bennenbroek, Shay Leeza Shani, Joanne Marie Rice, Mark Anthony Taubert and Cheryl Florence Taubert, Colin Alexander Grant And Lynne Grant, Carol Ann Cullen

Variation of Covenant

The terms, covenants, or conditions contained in the covenant(s) set out in schedule A are hereby affected or modified as set out in Schedule B.

Schodula 6

Joincoule 74		Li	напие птаваловал Аппехиге Scheable, у гершее
Purpose of covenant	Creating Instrument	Burdened Land	Benefited Land
	number	(Record of Title)	(Record of Title) or in gross
Restrictive Covenant	11782584.11	916315, 916316, 916317, 916318, 916319, 916320, 916321, 916322, 916323, 916324, 916325, 916326 (in respect of Lot 1000 DP 542977 and Lot 113 DP 498086 only)	916315, 916316, 916317, 916318, 916319, 916320, 916321, 916322, 916323, 916324, 916325, 916326 (in respect of Lot 1000 DP 542977 and Lot 113 DP 498086 only)
		i	L

Schedule B

Continue in additional Annexure Schedule, if required

A new clause 9 shall be added to the land covenant contained in instrument 11782584.11 as follows:

9. The covenants in this instrument will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

Form 46

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

p S	erson giving consent uname must be underlined	Capacity and Interest of Person giving consent eg. Mortgagee under Mortgage no.)
	First Mortgage Custodians Limited	Mortgages under mortgage No.11978219.2

Consent

Delete words in [] If inconsistent with the consent State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

First Mortgage Custodians Limited as mortgagee under Mortgage No 11978219.2 hereby consents to:

the variation of Land Covenant in instrument 11782584.11 by the addition of the following wording:

"9. The covenants in this instrument will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Grown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand."

but without prejudice to its rights and remedies under the said mortgage.

Dated this	23	day of	June	2021		
ttestation					/	
Signed by First Martgage	Custodian Auth Mot Auth And	n Limited orised Signatory sammed Aktar orised Signatory frea Carter	Signed in my Signature of Wi Witness to com Witness name Occupation Address	presence by tness plete in BLOC	the Person givin	g consent gibly printed): The Common Seal of
				L		2021/426

³ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

ANNEXURE SCHEDULE ~ CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Now Zosland Home Lon	ting Martgages under Martgage no.)	
Limited	11856691.3	
nsent Salata waxda in (1) if inconsistent with t		
State full details of the matter for which	consent is required	
(Without prejudice to the rights and po	vers existing under the interest of the person giving consent,]	
New Zealand Home Lending hereby consents to:	Limited as mortgagee under Mortgage No 118565691	.3
The variation of Land Cove wording:	nant in instrument 11782584.11 by the addition of the follow	ing
"9. The covenants in this instrume intended to vest in the Crown or a vesting being approved as to surv	nt will immediately cease to apply to any Land (or part thereof) which is ny territorial authority as a road reserve, upon any survey plan relating to st ey and being accepted for deposit by Land Information New Zealand."	юh
But without prejudice to its	rights and remedies under the said mortgage	
the set the set of the		
	ighta and remedies tinder the said mongage.	
	ngnia and removies driver the sale mongage.	
Dated this 25th day	f	
Dated this 25th day d	f June 20 21	
Dated this 25th day	ing its and remained and it in sale mongage.	
Dated this 25th day	f June 20 21 Signed in my presence by the Person giving consent	
Dated this 25th day day day	f June 20 21 Signed in my presence by the Person giving consent	
Dated this 25th day of the station	Ignes and remained under the seld mongage.	
Dated this 25th day of the station	If June 20 21 Signed in my presence by the Person giving consent Signature of Wilness	
Dated this 25th day of the station	Ignits and remained under the sale mongage. If June 20 21 Signed in my presence by the Person giving consent Signature of Witness Witness to complete in ELOCK letters (unless legibly printed):	
Dated this 25th day of the station	If June 20 21 Signed in my presence by the Person giving consent Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name: Jillian Ramsey	
Dated this 25th day a testation	Ignits and remained under the sale montgage. if June Signed in my presence by the Person giving consent Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name: Jillian Ramsey Occupation: Bank Officer	
Dated this 25th day of the station	Image: Signed in my presence by the Person giving consent Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name: Jillian Ramsey Occupation: Bank Officer Address: Hastings	
Dated this 25th day of the station	Ignits and remained under the sale montgage. If June 20 21 Signed in my presence by the Person giving consent Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name: Jillian Ramsey Occupation: Bank Officer Address: Hestings	

³ 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.

ANNEXURE SCHEDULE - CONSENT FORM'

(Regulation 6 Land Transfer Regulations 2018)

Person glving consent	Capacity and Interest of Person giving consent
Sumame must be underlined	(eg. Mortgagee under Mortgage no.)
Kiwibank Limited	Mortgagee under mortgage no. 11954337.2

Consent

Delete words in [] if inconsistent with the consent State full details of the matter for which consent is required.

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

Kiwibank Limited hereby consents to:

1. The variation of Land Covenant in instrument 11782584.11 by the addition of the following wording:

"9. The covenant in this instrument will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand."

But without prejudice to its rights and remedies under the said mortgage.

Dated this 22nd day o	f June 2021
estation	
Α	Signed in my presence by the Person giving consent
Ab LA	
	Signature of Witness.
V	Witness to complete in BLOCK leners (unless legioly philles).
	Wittess hand, Sinah Kansey
	Occupation; Bank Officer
	Address: Hastings
SIGNED by KIWIBANK LIMITED By its Authorised Signatory	
Signature [Common seal] of Person giving consent	

¹ 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.

Form 46

C

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Per <mark>son giving consent</mark> Gurname must be <u>underlined</u>	Capacity and Interest of Person giving consent eg. Mortgagee under Mortgage no.)	
ANZ Bank New Zealand Limited	Mortgagee under mortgage No.11830176.4	
Consent Selete words in [] if inconsistent with the consent Tale full details of the matter for which consent is rea	uirad	
(Without prejudice to the rights and powers existing ANZ Bank New Zealand Limited as mortgage consents to:	under the Interest of the person giving consent,] se under Mortgage No 11830176.4 hereby	
the variation of Land Covenant in instr wording:	ument 11782584.11 by the addition of the following	
"9. The covenants in this instrument will immediate vest in the Crown or any territorial authority as a ro- approved as to survey and being accepted for depr	ily cease to apply to any Land (or part thereof) which is intended to ad or reserve, upon any survey plan relating to such vesting being osit by Land information New Zealand."	
but without prejudice to its rights and n	emedies under the said mortgage.	
Dated this 252 day of JUDE	2021	
Signed in my Signed in my Signature of V	v presence by the Ferson giving consent Witness	
Witness to co Witness nam Occupation ANZ Bank New Zealaalbss by its Attorney Farisha Khar	mplete in BLOCK letters (unless legibly printed): re Francis Pater Van Dar Hulst Bank Officer Auckland	

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Farisha Zeenat Khan of Auckland, New Zealand, currently holding the position of Operations Team Leader (formerly Lending Services Team Leader), of ANZ Bank New Zealand Limited, certify -

- That by deed dated 29 October 2012, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed the Lending Services Team Leader as its attorney.
- 2. That I have not received notice of any event revoking the power of attorney granted to the Lending Services Team Leader.

Signed this 23rd day of June 2021

ANNEX	URE SCHEDULE - CONSENT FORM ⁴
(Re	gulation 6 Land Transfer Regulations 2018)
'erson giving consent Jurname must be <u>underlined</u>	Capacity and Interest of Person giving consen eg. Mortgagee under Mortgage no.)
ASB Bank Limited	Mørtgagee under mortgage No.11840297.4
Without prejudice to the rights and ASB Bank Limited as mortgage the variation of Land Co wording: "9. The covenants in this instrum vest in the Crown or any territoric approved as to survey and being but without prejudice to i	powers existing under the interest of the person giving consent,] e under Mortgage No 11840297.4 hereby consents to: venant in instrument 11782584.11 by the addition of the followin nent will immediately cease to apply to any Land (or part thereof) which is intended to al authority as a road or reserve, upon any survey plan relating to such vesting being accepted for deposit by Land Information New Zealand.*
Dated this 23 day of J	<u>2021</u>
ttestation	Signed in my presence by the Person giving consent
SHARYM JAN BAGLEY Of Auckland, New Zealand Manager Socurity Alterations Lending, Card and Wealth Operations	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed); Witness name Andrea Kite

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

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ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Sharyn Jan Bagley of Auckland, New Zealand, hereby certify:

 THAT by a Deed dated 12 December 2019 and deposited with Land Information New Zealand and registered number PA 11667003.1 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Lending, Card & Wealth Operations

Head of Lending Operations, Lending, Card & Wealth Operations

Head of Card Operations & Operational Support, Lending, Card & Wealth Operations

Head of Wealth Operations, Lending, Card & Wealth Operations

Manager Security Alterations, Lending, Card & Wealth Operations

Manager Loan Advancing, Lending, Card & Wealth Operations

Manager Loan Documentation, Lending, Card & Wealth Operations

Manager Transaction Advisory & Approvals, Lending, Card & Wealth Operations

Manager Loan & Data Maintenance, Lending, Card & Wealth Operations

Legal Executive, Lending, Card & Wealth Operations

Executive Manager, Collections & Credit Solutions

Credit Recoveries Manager, Collections & Credit Solutions

Executive Manager Group Credit Structuring - Commercial

each being appointed officers of ASB Bank Limited

2. THAT I hold the appointment of Manager Security Alterations, Lending, Card & Wealth Operations with ASB Bank Limited

3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Sharyn Jan Bagley

SIGNED at Auckland this 23 day of June 2021

V 2020.01

A MEMBER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP

Lending Operations, ASB North Whart, 12 Jellione Street, Auddand Central, Auckland 1910, P.O. Box 35, Shortland Street, Auckland 1140, Nov Zoelarid Teleptence 464 9 377 8930 Processile +64 9 010 3918 DX CX10037 Auckland DX Sort <u>groupper constructions</u>

ANNE	KURE SCHEDULE - CONSENT FORM ¹
(Re	egulation 6 Land Transfer Regulations 2018)
erson giving consent arname must be <u>underlined</u>	Capacity and Interest of Person giving consen eg. Mortgagee under Mortgage no.)
ASB Bank Limited	Mortgagee under mortgage No.11839945.4
onsent elete words in [] if inconsistent with ate full details of the matter for whi	h the consent ich consent is regulred
(Without prejudice to the rights and	d powers existing under the interest of the person giving consent,]
ASB Bank Limited as mortgag	ee under Mortgage No 11839945.4 hereby consents to:
the variation of Land Co	ovenant in instrument 11782584.11 by the addition of the followir
wording:	
wording: "9. The covenants in this instru- vest in the Crown or any territor	ment will immediately cease to apply to any Land (or part thereof) which is intended to rial authority as a road or reserve, upon any survey plan relating to such vesting being a accepted for describing and intermation New Zealand *
wording: *9. The covenants in this instru- veat in the Crown or any territor approved as to survey and being	ment will immediately cesse to apply to any Land (or part thereof) which is intended to rial authority as a road or reserve, upon any survey plan relating to such vesting being ig accepted for deposit by Land Information New Zesland.°
wording: "9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to	iment will immediately cease to apply to any Land (or part thereof) which is intended to ial authority as a road or reserve, upon any survey plan relating to such vesting being g accepted for deposit by Land Information New Zealand." its rights and remedies under the said mortgage.
wording: "9. The covenants in this instru- vest in the Crown or any territor approved as to survey and bein but without prejudice to	ment will immediately cease to apply to any Land (or part thereof) which is intended to ial authority as a road or reserve, upon any survey plan relating to such vesting being g accepted for deposit by Land Information New Zealand. ⁹ its rights and remedies under the said mortgage.
wording: "9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 23 day of	iment will immediately cease to apply to any Land (or part thereof) which is intended to ial authority as a road or reserve, upon any survey plan relating to such vesting being g accepted for deposit by Land Information New Zealand." its rights and remedies under the said mortgage.
wording: '9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 23 day of testation	iment will immediately cease to apply to any Land (or part thereof) which is intended in ital authority as a road or reserve, upon any survey plan relating to such vesting being ig accepted for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage.
wording: "9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 23 day of testation	iment will immediately cease to apply to any Land (or part thereof) which is intended in its authority as a road or reserve, upon any survey plan relating to such vesting being gracepted for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage.
wording: '9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 23 day of testation	Immediately cease to apply to any Land (or part thereof) which is intended in the fat authority as a road or reserve, upon any survey plan relating to such vesting being gaccepted for deposit by Land Information New Zealand." its rights and remedies under the said mortgage. Immediately cease to apply to any survey plan relating to such vesting being gaccepted for deposit by Land Information New Zealand." its rights and remedies under the said mortgage. Immediately cease to apply to any survey plan relating to such vesting being gaccepted for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the period of the said mortgage. Immediately cease to apply the said mortgage. Immediately cease to apply the said mortgage. Immediation to apply the said mortgage. <t< td=""></t<>
wording: "9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 2.3 day of testation	Immediately cease to apply to any Land (or part thereof) which is intended in its authority as a road or reserve, upon any survey plan relating to such vesting being gaccepted for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage. Its rights are said to the said tother said tother said to the said to the said tother said to the
wording: '9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 2.3 day of testation	Immediately cease to apply to any Land (or part thereof) which is intended to ital authority as a road or reserve, upon any survey plan relating to such vesting being gacepied for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage. Immediately cease to apply to any tank (or part thereof) which is intended to such vesting being gacepied for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage. Immediately cease to be the said mortgage. Immediately cease to
wording: "9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 2.3 day of testation AMABYN JAN BAGLEY	Immediately cesse to apply to any Land (or part thereof) which is intended in its authority as a road or reserve, upon any survey plan relating to such vesting being gaccepied for deposit by Land Information New Zealand." its rights and remedies under the said mortgage. Its rights and r
wording: '9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 2.3 day of testation BHARYN JAN BAGLEY Of Auckland, New Zealand Auchland, New Zealand	Immediately cease to apply to any Land (or part thereof) which is intended in its authority as a road or reserve. upon any survey plan relating to such vesting being gracepted for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage. Its rights and r
wording: "9. The covenants in this instru- veat in the Crown or any territor approved as to survey and bein but without prejudice to Dated this 2.3 day of testation EARTYN JAN BAGLEY Of Auckland, New Zealand Manager Security Alternations Lending, Card and Wealth Operations	Immediately cease to apply to any Land (or part thereof) which is intended in its authority as a road or reserve, upon any survey plan relating to such vesting being gaccepted for deposit by Land Information New Zealand." Its rights and remedies under the said mortgage. Its rights and r

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

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ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Sharyn Jan Bagley of Auckland, New Zealand, hereby certify:

 THAT by a Deed dated 12 December 2019 and deposited with Land Information New Zealand and registered number PA 11667003.1 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Lending, Card & Wealth Operations

Head of Lending Operations, Lending, Card & Wealth Operations

Head of Card Operations & Operational Support, Lending, Card & Wealth Operations

Head of Wealth Operations, Lending, Card & Wealth Operations

Manager Security Alterations, Lending, Card & Wealth Operations

Manager Loan Advancing, Lending, Card & Wealth Operations

Manager Loan Documentation, Lending, Card & Wealth Operations

Manager Transaction Advisory & Approvals, Lending, Card & Wealth Operations

Manager Loan & Data Maintenance, Lending, Card & Wealth Operations

Legal Executive, Lending, Card & Wealth Operations

Executive Manager, Collections & Credit Solutions

Credit Recoveries Manager, Collections & Credit Solutions

Executive Manager Group Credit Structuring - Commercial

each being appointed officers of ASB Bank Limited

 THAT I hold the appointment of Manager Security Alterations, Lending, Card & Wealth Operations with ASB Bank Limited

 THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Sharyn Jan Bagley

SIGNED at Auckland this 23 day of June 2021

V 2020.01

A MEMBER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP

Lending Durmflund: ASB Noidi Wharf, 12 Jobbone Street, Auckland Central, Auckland 1010, P.O. Box 35, Shortland Street, Auckland 1140, New Zealand Teleptione +64.9 377 2030 Factoritie +64.9 339 S918 DX CR10987 Auckland DX Sort <u>econvestionina</u>

ANNEX	JRE SCHEDU	LE - CONSENT FORM ¹
(Reg	ulation 6 Land Tr	ansfer Regulations 2018)
erson giving consent urname must be <u>underlined</u>		Capacity and Interest of Person giving consent eg. Mortgagee under Mortgage no.)
ASB Bank Limited		Mortgagee under mortgage No.11856513.4
onsent elete words in [] if inconsistent with t tate full details of the matter for which [Without prejudice to the rights and p ASB Bank Limited as mortgaged the variation of Land Cov wording: "9. The covenants in this instrum vest in the Crown or any territorial approved as to survey and being but without prejudice to it:	he consent <u>consent is requi</u> powers existing u e under Mortga enant in instru ent will immediately authority as a road accepted for depos s rights and rea	red nder the interest of the person giving consent,] age No 11856513.4 hereby consents to: ment 11782584.11 by the addition of the following cease to apply to any Land (or part thereof) which is intended to for reserve, upon any survey plan relating to such vesting being it by Land Information New Zealand."
Dated this 23 day of J testation	Signed in my	2021 presence by the Person giving consent tness plete in BLOCK letters (unless legibly printed):
Of Auckland, New Zealand Manager Security Alterations	Witness name	Andrea Kito

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.



<u>ASB BANK LIMITED</u>

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Sharyn Jan Bagley of Auckland, New Zealand, hereby certify:

 THAT by a Deed dated 12 December 2019 and deposited with Land Information New Zealand and registered number PA 11667003.1 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Lending, Card & Wealth Operations

Head of Lending Operations, Lending, Card & Wealth Operations

Head of Card Operations & Operational Support, Lending, Card & Wealth Operations

Head of Wealth Operations, Lending, Card & Wealth Operations

Manager Security Alterations, Lending, Card & Wealth Operations

Manager Loan Advancing, Lending, Card & Wealth Operations

Manager Loan Documentation, Lending, Card & Wealth Operations

Manager Transaction Advisory & Approvals, Lending, Card & Wealth Operations

Manager Loan & Data Maintenance, Lending, Card & Wealth Operations

Legal Executive, Lending, Card & Wealth Operations

Executive Manager, Collections & Credit Solutions

Credit Recoveries Manager, Collections & Credit Solutions

Executive Manager Group Credit Structuring - Commercial

each being appointed officers of ASB Bank Limited

2, THAT I hold the appointment of Manager Security Alterations, Lending, Card & Wealth Operations with ASB Bank Limited

 THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Sharyn Jan Bagley

SIGNED at Auckland this 23 day of June 2021

V 2025.01

A MEMBER OF THE COMMONWEALTH BARK OF AUSTRALIA GROUP

Lending Operations, ASB North Whorf. 12 Jolicon Strate, Auckland Central, Auckland 1010, P.O. Box 35, Shortland Strate, Auckland 1140. New Zealand Telephone +64.9 377 8030. FaceIntle +64.9 630.0310. DX CX 10087. Auckland DX Son — rows asb. cv;/v;

	URE SCHEDULE - CONSENT FORM ¹
(Reg	ulation 6 Land Transfer Regulations 2018)
erson giving consent urname must be underlined	Capacity and Interest of Person giving consent eg. Mortgagee under Mortgage no.)
ASB Bank Limited	Mortgagee under mortgage No.11872531.4
[Without prejudice to the rights and ASB Bank Limited as mortgage the variation of Land Cov wording: "9. The covenants in this instrum vest in the Crown or any territoria approved as to survey and being but without prejudice to it	powers existing under the interest of the person giving consent,] e under Mortgage No 11872531.4 hereby consents to: renant in instrument 11782584.11 by the addition of the following then will immediately cease to apply to any Land (or part thereof) which is intended to al authority as a road or reserve, upon any survey plan relating to such vesting being accepted for deposit by Land Information New Zealand."
Dated this 23 day of 50	_V\€ 2021
testation	Signed in my presence by the Person giving consent

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

va ssee

ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Sharyn Jan Bagley of Auckland, New Zealand, hereby certify:

 THAT by a Deed dated 12 December 2019 and deposited with Land Information New Zealand and registered number PA 11667003.1 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Lending, Card & Wealth Operations

Head of Lending Operations, Lending, Card & Wealth Operations

Head of Card Operations & Operational Support, Lending, Card & Wealth Operations

Head of Wealth Operations, Lending, Card & Wealth Operations

Manager Security Alterations, Lending, Card & Wealth Operations.

Manager Loan Advancing, Lending, Card & Wealth Operations

Manager Loan Documentation, Lending, Card & Wealth Operations

Manager Transaction Advisory & Approvals, Lending, Card & Wealth Operations

Manager Loan & Data Maintenance, Lending, Card & Wealth Operations

Legal Executive, Lending, Card & Wealth Operations

Executive Manager, Collections & Credit Solutions

Credit Recoveries Manager, Collections & Credit Solutions

Executive Manager Group Credit Structuring - Commercial

each being appointed officers of ASB Bank Limited

 THAT I hold the appointment of Manager Security Alterations, Lending, Card & Wealth Operations with ASB Bank Limited

 THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Sharyn Jan Bagley

SIGNED at Auckland this 23 day of June 2021

V 2020.01

A MENDER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP

Lending Operations, ASB North Whith, 12 Jeffece: Birzet, Auckland Control, Auckland 1010; P.O.Box 35, Shurfland Street, Auckland 1440, New Zavland Teterihone r64 9.377 8036 Facsimile 164 9.630 3918 DX CX10087 Auckland CX Sort <u>reconsciences</u>

orm 46	
ANNEX	RE SCHEDULE - CONSENT FORM ¹
(Reg	lation 6 Land Transfer Regulations 2018)
erson giving consent urname must be <u>underlined</u>	Capacity and Interest of Person giving consent eg. Mortgagee under Mortgage no.)
ANZ Bank New Zealand Limited	Mortgagee under mortgage No.11856276.4
onsent elete words in [] if inconsistent with tate full details of the matter for whic	re cansent consent is required
[Without prejudice to the rights and	owers existing under the Interest of the person giving consent,]
ANZ Bank New Zealand Limited consents to:	as mortgagee under Morigage No 11856276.4 hereby
the variation of Land Cov wording:	mant in instrument 11782584.11 by the addition of the followin
"9. The covenants in this instrum yest in the Crown or any territoria approved as to survey and being	nt will immediately cease to apply to any Land (or part thereof) which is intended to authority as a road or reserve, upon any survey plan relating to such vesting being ccepted for deposit by Land Information New Zeafand.*
but without prejudice to it	rights and remedies under the said mortgage.
Dated this 2.3 day of J	んNE ²⁰²¹
itestation	Signed in my presence by the Person giving consent
	\sim
	Signature of Witness
	Witness to complete in BLOCK letters (unless lealbly printed):
ANZ Bank New Zealand	Witness name
by its Attorney	Occupation Malcolm Richard Banks
Farisha Khan	Address Auckland
\hat{D} \hat{v}	

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Farisha Zeenat Khan of Auckland, New Zealand, currently holding the position of Operations Team Leader (formerly Lending Services Team Leader), of ANZ Bank New Zealand Limited, certify -

- 1. That by deed dated 29 October 2012, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed the Lending Services Team Leader as its attorney.
- 2. That I have not received notice of any event revoking the power of attorney granted to the Lending Services Team Leader.

Signed this 23rd day of June 2021
View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type





Leeming, Nicholas Patrick Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
982529	Canterbury
982530	Canterbury
982531	Canterbury
982532	Canterbury
982533	Canterbury
982534	Canterbury
982535	Canterbury
982536	Canterbury
982537	Canterbury
982538	Canterbury
982539	Canterbury
982540	Canterbury
982541	Canterbury
982542	Canterbury
982543	Canterbury
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982557	Canterbury
982558	Canterbury
982559	Canterbury
982560	Canterbury
982561	Canterbury
982562	Canterbury
982563	Canterbury
982564	Canterbury
982565	Canterbury
982567	Canterbury

Annexure Schedule Contains 13 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument	Ø
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	Ø
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ø
Signature Signed by Nicholas Patrick Leeming as Covenantor Representative on 27/07/2021 04:21 PM	

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	Ø
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ø

Signature

Signed by Nicholas Patrick Leeming as Covenantee Representative on 27/07/2021 04:22 PM

*** End of Report ***

Form B

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

(Section 109 Land Transfer Act 2017)

Grantor

BEACH ROAD ESTATES LIMITED

Grantee

BEACH ROAD ESTATES LIMITED

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A	Cor	ntinue in additional Annexo	ure Schedule, if required	
Purpose of easement or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross	
Land Covenant	DP 558839	982529, 982530, 982531, 982532, 982533, 982534, 982535, 982536, 982537, 982538, 982539, 982540 982541, 982542 982543, 982544 982545, 982546 982547, 982548 982549, 982550 982551, 982552 982553, 982554 982555, 982556 982557, 982556 982557, 982560 982561, 982562 982563, 982564 982565	982529, 982530, 982531, 982532, 982533, 982534, 982535, 982536, 982537, 982536, 982537, 982540 982541, 982542 982543, 982544 982545, 982546 982547, 982548 982549, 982550 982551, 982552 982553, 982554 982555, 982556 982557, 982558 982557, 982558 982559, 982560 982561, 982562 982563, 982564 982565 982565 982567 (in respect of Lot 1000 DP 558839 and Lot 113 DP 498086 only)	

Form B - continued

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:



Land Covenants (Stage 2)

1	INTRODUCTION		
1.1	These Land Covenants relate to the land in Stage 2 of Beach Grove.		
1.2	These Land Covenants are in addition to other requirements relating to Stage 2 land such as the obligations imposed by the Waimakariri District Plan and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.		
2	GRANT OF LAND COVENANTS		
2.1	Subject to clause 2.4, the Grantor covenants and agrees with the Grantee that the Grantor will at all times observe and perform the covenants contained in this Easement Instrument to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Servient Tenements and Dominant Tenements (together "the Land") and each and all of the registered proprietors of the land but:		
	 a. the Grantor will be liable only for breaches of the covenants contained in this Easement Instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land; and 		
	b. Beach Road Estates Limited will not be liable for breaches of the covenants contained in this Easement Instrument while it is the registered proprietor of the Land or any part of the Land.		
2.2	The Grantor will at all times indemnify and keep the Grantee indemnified from all losses costs, claims, and demands in respect of any breach or non-observance by the Grantor c these covenants.		
2.3	The Grantee will not call on Beach Road Estates Limited to pay for or contribute towards th cost of erection or maintenance of any boundary fence between any property and adjoining property of the Grantee provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.		
2.4	The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Servient Tenements, in which case the waived covenants will not apply to the relevant Servient Tenements to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Grantor nor the Grantee has any right, claim or remedy whether against the Developer, the Grantor or the Grantee in respect of any such waiver or decision not to grant such waiver.		

3 DESIGN COVENANTS

3.1 The Grantor covenants not to:

a. Erect (or permit or suffer to be erected) on the Servient Tenement:

- any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan & exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
- any Building on Urban 1 Land or Urban 2 Land that does not comply with the requirements of the relevant land use resource consent for that land;
- (iii) any Building on Suburban 1 Land or Suburban 2 Land that does not comply with the requirements of the Beach Grove Suburban Fencing Plan;
- (iv) any Building other than a Building that has been approved by the Developer;
- any Building other than a single Home, garage, storage sheds, and usual accessory buildings for the occupation of one family unit;
- (vi) any re-locatable, pre-built or kit-set Building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;
- (vii) any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
- (viii) any sign visible from outside the Developed Property except:
 - (A) one standard real estate sign which shall be no larger than 600cm x 1m and no higher than 1.2m above Ground Level;
 - (B) signage erected by the Developer;
 - signage approved by the Developer on such conditions as the Developer thinks fit;

And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the Residential 7 zone of the WDP. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor of a Developed Property to remove any sign that does not comply with these Covenants.

- (ix) any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
- any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
- (xi) any Home without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;

- any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property; or
- (xiii) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b. Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Bullding and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Grantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completion date will be advised to the Grantor as part of the plans approval process.
- Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
- d. Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.
- e. Permit the Grantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Grantor shall provide a suitable portable toilet facility for use by the Grantor's construction workers and contractors.
- f. Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
- g. Use colours on the exterior roof or wall other than those approved by the Developer.
- Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping or accommodation on any Developed Property.

4 LAND USE COVENANTS

- 4.1 The Grantor covenants not to:
 - Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
 - b. Use the Developed Property as a residence until the date of issue of a Code Compliance Certificate by the Waimakariri District Council.
 - Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer.
 - d. Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
 - Permit any part of the Developed Property to form a private or legal road to an adjoining property.
 - f. Permit any damage to be caused to any Servient or Dominant Tenement and any adjoining property (including, without limitation, berms, footpaths, stormwater

swales, tree planning and fences) as a consequence of construction work on the Developed Property. The Grantor shall promptly make good any damage.

g. Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered proprietors of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.

- h. Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property.
- I. Bring or allow to be brought onto any Development Property motor vehicles of a gross laden weight of more than 4,500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property.
- J. Permit the state or repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.
- k. Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.

5 DEFAULT

- 5.1 If there shall be any breach or non-observance on the Grantor's part of the Land Covenants contained in this Easement Instrument (and without prejudice to any other liability which the Grantor may have to the Grantee or any other person having the benefit of these Land Covenants) the Grantor will upon written demand being made by the Developer or any of the registered proprietors of the Dominant Tenements(s):
 - pay to each Grantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-observance of the Land Covenants contained in this Easement Instrument continues after the date upon which written demand has been made;
 - remove or cause to be removed any Building, fence or other structure erected or place on the Servient Tenement in breach or non-observance of the foregoing Land Covenants; and
 - c. replace any building materials so as to comply with these Land Covenants;
 - d. reimburse the Developer whilst the Developer is the registered proprietor of any Dominant Tenement on demand all legal and other costs incurred by it in dealing with the Grantor's breach.
- 5.2 The Grantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered proprietors of the Servient Tenement.

- 5.3 The Grantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered proprietor of any Dominant Tenement all breaches or non observance on the Grantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Grantee other than the Developer can take any action against a Grantor in respect of a breach or non-observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such way as it thinks fit and the Grantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

6 DISPUTES

- 6.1 If a dispute arises in relation to this Easement Instrument:
 - the party initiating the dispute must provide full written particulars of the dispute to the other party;
 - b. the parties must promptly meet and in good faith try to resolve the dispute;
 - c. subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to 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 and Westland Branch of the New Zealand Law Society.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Easement Instrument including as to what may constitute a breach or as to matters of interpretation of this Easement Instrument whilst the Developer is the registered proprietor of any Dominant Tenement then the same shall be referred to the Developer for resolution whose decision shall be final.

7 NO TERMINATION

7.1 The Grantor may not determine this Easement Instrument for breach of any provision in this instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.

8 VESTING OF ROADS AND RESERVES

8.1 All Owners consent to the deposit of any Survey Plan which has the effect of vesting any land in any local authority, territorial authority or the Crown (Land to Vest) or where land is to be transferred for utilities or road (Land for Utilities). The Owners agree that the covenants in this Instrument shall cease to apply in respect of the Land to Vest and any Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The Owners covenant that this clause will be deemed to be the consent of the Lot Owner to the deposit of the Survey Plan (including under section 224(b)(i) Resource Management Act 1991 (or any like or similar provision in any variation, consolidation or replacement Act)) and for the removal of the covenants in this instrument from any Land for Utilities.

- 8.2 If it is determined by the Developer that additional written consent is required from the Lot Owner to the deposit of any Survey Plan or the removal of covenants in this Instrument from any Land for Utilities under clause 12.1 then:
 - a. At the request of the Developer, the Owner will immediately give such written consent to the Developer; and
 - b. In addition to clause 12.1 and 12.2.1 the Owner irrevocably appoints the Developer or its successor in title as its attorney to sign any consent necessary in the required form to deposit any Survey Plan. No person dealing with the Owner as the attorney in this capacity need inquire if the Developer is validly exercising its powers as attorney under this clause 12.2

9 INTERPRETATION

9.1 Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:

"Authority" means the Waimakariri District Council or any other relevant authority.

"Beach Grove Suburban Fencing Plan" means the plan attached in Appendix 1.

"Building" means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials.

"Developer" means Beach Road Estates Limited or its nominee or any developer who acquires the Development from Beach Road Estates Limited for the purposes of completing the Development.

"Developed Properties" means all of the residential Developed Properties within the Development.

"Developed Property" means any one property comprised on a separate certificate of title in the Development.

"Development" means the Beach Grove development in Kaiapoi.

"Home" means a Building or a group of Buildings designed and occupied as a single self contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

"Grantee" means the Grantee and where appropriate all the Grantee's successors in title and assigns;

"Grantor" means the Grantor and where appropriate all the Grantor's successors in title and assigns;

"Ground Level" means the finished ground level of a Developed Property as at the date of deposit of the Subdivision Plan which creates that Developed Property.

"Home Office" means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

"Land Covenants" means these covenants.

"Outline Development Plan" means the Beach Grove outline development plan attached in Appendix 2.

"Subdivision Plan" means a subdivision plan showing Developed Property boundaries.

"Suburban 1 Land" means land shown as Suburban 1 land on the Outline Development Plan.

"Suburban 2 Land" means land shown as Suburban 2 land on the Outline Development Plan.

"Urban 1 Land" means land shown as Urban 1 land on the Outline Development Plan.

"Urban 2 Land" means land shown as Urban 2 land on the Outline Development Plan.

"WDP" means the Waimakariri District Plan as amended from time to time.

"Working Days" means a day which is not a Saturday, Sunday or public holiday in Canterbury.

Appendix 1

Beach Grove Suburban Fencing Plan

8



Appendix 2

Outline Development Plan



Annexure Schedule: Page:12 of 12



View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12302701.9 Registered 26 January 2022 11:54 OGorman, Sarah Clare Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1020488	Canterbury
1020489	Canterbury
1020490	Canterbury
1020491	Canterbury
1020492	Canterbury
1020493	Canterbury
1020494	Canterbury
1020495	Canterbury
1020496	Canterbury
1020497	Canterbury
1020498	Canterbury
1020499	Canterbury
1020500	Canterbury
1020501	Canterbury
1020502	Canterbury
1020503	Canterbury
1020504	Canterbury
1020505	Canterbury
1020506	Canterbury
1020507	Canterbury
1020508	Canterbury
1020509	Canterbury
1020510	Canterbury
1020511	Canterbury
1020512	Canterbury
1020513	Canterbury
1020514	Canterbury
1020515	Canterbury
1020516	Canterbury
1020517	Canterbury
1020518	Canterbury
1020519	Canterbury
1020520	Canterbury

Annexure Schedule Contains 12 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me \checkmark 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 \checkmark 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	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ø
Signature Signed by Sarah Clare OGorman as Covenantor Representative on 21/01/2022 02:22 PM	
Covenantee Certifications	
Covenantee Certifications I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied $\mathbf{\nabla}$ 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 \Box the prescribed period

Signature

Signed by Sarah Clare OGorman as Covenantee Representative on 21/01/2022 02:22 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263 COVENANT INSTRUMENT TO NOTE LAND COVENANT

Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor

Surname(s) must be underlined or in CAPITALS.

BEACH ROAD ESTATES LIMITED

Covenantee

BEACH ROAD ESTATES LIMITED

Surname(s) must be <u>underlined</u> or in CAPITALS.

.

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

	1		unue în daulional Annexure Scheaule, îj requirea
Purpose of covenant	Shown (plan	Burdened Land	Benefited Land
	reference)	(Record of Title)	(Record of Title) or in gross
Land Covenant		Lots 114-136, 152-160 DP	Lots 114-136, 152-160 DP 568141
		568141 (1020488-1020510,	(1020488-1020510, 1020511-1020519) and
		1020511-1020519)	Lot 1000 DP 568141 (1020520)
		1	

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

-{Memorandum number

, registered under section 209 of the Land Transfer Act 2017.]

Contractor data data

[Annexure Schedule

].

REF: 7200 - © AUCKLAND DISTRICT LAW SOCIETY INC. 2018



Land Covenants (Stage 3)

1 INTRODUCTION

- 1.1 These Land Covenants relate to the land in Stage 3 of Beach Grove.
- 1.2 These Land Covenants are in addition to other requirements relating to Stage 3 land such as the obligations imposed by the Waimakariri District Plan and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.

2 GRANT OF LAND COVENANTS

- 2.1 Subject to clause 2.4, the Covenantor covenants and agrees with the Covenantee that the Covenantor will at all times observe and perform the covenants contained in this Instrument to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Burdened Land and Benefited Land (together "the Land") and each and all of the registered owners of the land but:
 - a. the Covenantor will be liable only for breaches of the covenants contained in this Instrument which occur whilst the Covenantor is the registered owner of the Land or any part of the Land; and
 - b. Beach Road Estates Limited will not be liable for breaches of the covenants contained in this Instrument while it is the registered proprietor of the Land or any part of the Land.
- 2.2 The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of these covenants.
- 2.3 The Covenantee will not call on Beach Road Estates Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any property and adjoining property of the Covenantee provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining land.
- 2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in this Instrument in respect of one or more of the Burdened Land, in which case the waived covenants will not apply to the relevant Burdened Land to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

3 DESIGN COVENANTS

3.1 The Covenantor covenants not to:

- a. Erect (or permit or suffer to be erected) on the Burdened Land:
 - (i) any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan & exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
 - (ii) any Building on Urban 1 Land or Urban 2 Land that does not comply with the requirements of the relevant land use resource consent for that land;
 - (iii) any Building that does not comply with the requirements of the Beach Grove Stage 3 Fencing Plan;
 - (iv) any Building other than a Building that has been approved by the Developer;
 - (v) any Building other than a single Home, garage, storage sheds, and usual accessory buildings;
 - (vi) any re-locatable, pre-built or kit-set Building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;
 - (vii) any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
 - (viii) any sign visible from outside the Developed Property except:
 - (A) one standard real estate sign which shall be no larger than 600cm x1m and no higher than 1.2m above Ground Level;
 - (B) signage erected by the Developer;
 - (C) signage approved by the Developer on such conditions as the Developer thinks fit;

And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the Residential 7 zone of the WDP. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor of a Developed Property to remove any sign that does not comply with these Land Covenants.

- (ix) any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
- any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
- (xi) any Home without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;

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- (xii) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property; or
- (xiii) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b. Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Covenantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completion date will be advised to the Covenantor as part of the plans approval process.
- c. Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
- d. Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.
- e. Permit the Covenantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
- f. Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
- g. Use colours on the exterior roof or wall other than those approved by the Developer.
- h. Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping or accommodation on any Developed Property.

4 LAND USE COVENANTS

- 4.1 The Covenantor covenants not to:
 - a. Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
 - b. Use the Developed Property as a residence until the date of issue of a Code Compliance Certificate by the Waimakariri District Council.
 - c. Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer.
 - d. Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
 - e. Permit any part of the Developed Property to form a private or legal road to an adjoining property.
 - f. Permit any damage to be caused to any Burdened or Benefited Land and any adjoining property (including, without limitation, berms, footpaths, stormwater

swales, tree planning and fences) as a consequence of construction work on the Developed Property. The Covenantor shall promptly make good any damage.

g. Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered owners of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.

- h. Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property.
- i. Bring or allow to be brought onto any Development Property motor vehicles of a gross laden weight of more than 4,500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property.
- j. Permit the state or repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.
- k. Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.

5 DEFAULT

- 5.1 If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Instrument (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered owners of the Benefited Land:
 - a. pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-ob servance of the Land Covenants contained in this Instrument continues after the date upon which written demand has been made;
 - b. remove or cause to be removed any Building, fence or other structure erected or place on the Burdened Land in breach or non-observance of the foregoing Land Covenants; and
 - c. replace any building materials so as to comply with these Land Covenants;
 - d. reimburse the Developer whilst the Developer is the registered owner of any Benefited Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.
- 5.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered owners of the Burdened Land.

- 5.3 The Covenantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered owner of any Benefited Land all breaches or non observance on the Covenantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Covenantee other than the Developer can take any action against a Covenantor in respect of a breach or non-observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such way as it thinks fit and the Covenantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

6 DISPUTES

- 6.1 If a dispute arises in relation to this Instrument:
 - a. the party initiating the dispute must provide full written particulars of the dispute to the other party;
 - b. the parties must promptly meet and in good faith try to resolve the dispute;
 - c. subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to 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 and Westland Branch of the New Zealand Law Society.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Instrument including as to what may constitute a breach or as to matters of interpretation of this Instrument whilst the Developer is the registered owner of any Benefited Land then the same shall be referred to the Developer for resolution whose decision shall be final.

7 NO TERMINATION

7.1 The Covenantor may not determine this Instrument for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.

8 VESTING OF ROADS AND RESERVES

8.1 All registered owners of the Land consent to the deposit of any Survey Plan which has the effect of vesting any land in any local authority, territorial authority or the Crown (Land to Vest) or where land is to be transferred for utilities or road (Land for Utilities). The registered owners of the Land agree that the Land Covenants in this Instrument shall cease to apply in respect of the Land to Vest and any Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The registered owners of the Land to the deposit of the Survey Plan (including under section 224(b)(i) Resource Management Act 1991 (or any like similar

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provision in any variation, consolidation or replacement Act)) and for the removal of the covenants in this instrument from any Land for Utilities.

- 8.2 If it is determined by the Developer that additional written consent is required from the registered owners of the Land to the deposit of any Survey Plan or the removal of covenants in this Instrument from any Land for Utilities under clause 8.1 then:
 - a. At the request of the Developer, the registered owners of the Land will immediately give such written consent to the Developer; and
 - b. In addition to clause 8.1 and 8.2(a), the registered owners of the Land irrevocably appointed the Developer or its successors in title as its attorney to sign any consent necessary in the required from to deposit any Survey Plan. No person dealing with the registered owners of the Land as the attorney in this capacity need inquire of the Developer is validly exercising its powers as attorney under this clause 8.2.

9 INTERPRETATION

9.1 Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:

"Authority" means the Waimakariri District Council or any other relevant authority.

"Beach Grove Stage 3 Fencing Plan" means the plan attached in Appendix 1.

"Building" means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials.

"Developer" means Beach Road Estates Limited and / or its nominee and / or any developer who acquires the Development from Beach Road Estates Limited for the purposes of completing the Development.

"Developed Properties" means all of the residential Developed Properties within the Development.

"Developed Property" means any one property comprised on a separate record of title in the Development.

"Development" means the Beach Grove development in Kaiapoi.

"Home" means a Building or a group of Buildings designed and occupied as a single self contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

"Covenantee" means the Covenantee and where appropriate all the Covenantee's successors in title and assigns;

"Covenantor" means the Covenantor and where appropriate all the Covenantor's successors in title and assigns;

"Ground Level" means the finished ground level of a Developed Property as at the date of deposit of the Subdivision Plan which creates that Developed Property.

"Home Office" means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

"Land Covenants" means these covenants.

"Outline Development Plan" means the Beach Grove outline development plan attached in Appendix 2.

"Subdivision Plan" means a subdivision plan showing Developed Property boundaries.

"Suburban 1 Land" means land shown as Suburban 1 land on the Outline Development Plan.

"Suburban 2 Land" means land shown as Suburban 2 land on the Outline Development Plan.

"Urban 1 Land" means land shown as Urban 1 land on the Outline Development Plan.

"Urban 2 Land" means land shown as Urban 2 land on the Outline Development Plan.

"WDP" means the Waimakariri District Plan as amended from time to time.

"Working Days" means a day which is not a Saturday, Sunday or public holiday in Canterbury.

Appendix 1

Beach Grove Stage 3 Fencing Plan



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Appendix 2

Outline Development Plan

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View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12392817.6 Registered 03 March 2022 10:10 OGorman, Sarah Clare Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1034823	Canterbury
1034824	Canterbury
1034825	Canterbury
1034826	Canterbury
1034827	Canterbury
1034828	Canterbury
1034829	Canterbury
1034830	Canterbury
1034831	Canterbury
1034832	Canterbury
1034833	Canterbury
1034834	Canterbury
1034835	Canterbury
1034836	Canterbury
1034837	Canterbury
1034838	Canterbury
1034839	Canterbury
1034840	Canterbury
1034841	Canterbury
1034842	Canterbury
1034843	Canterbury
1034844	Canterbury
1034845	Canterbury
1034846	Canterbury
1034847	Canterbury
1034848	Canterbury
1034851	Canterbury
Annexure Schedule Contains 12	2 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V

Signature

Signed by Sarah Clare OGorman as Covenantor Representative on 03/03/2022 09:33 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	Ø
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	Ø
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ø

Signature

Signed by Sarah Clare OGorman as Covenantee Representative on 03/03/2022 09:33 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263 COVENANT INSTRUMENT TO NOTE LAND COVENANT

Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor **Beach Road Estates Limited** Surname(s) must be <u>underlined</u> or in CAPITALS.

Covenantee

Beach Road Estates Limited

Surname(s) must be <u>underlined</u> or in CAPITALS.

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Schedule A		Cor	ntinue in additional Annexure Schedule, if required
Purpose of covenant	Shown (plan	Burdened Land	Benefited Land
	reference)	(Record of Title)	(Record of Title) or in gross
Land Covenant		Lots 137 - 151, 161 - 171 DP 571107 (1034823 - 1034848)	Lots 137 - 151, 161 - 171 DP 571107 and Lot 1001 DP 571107 (1034823 - 1034848 and 1034851)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number

, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule

].

REF: 7200 - © AUCKLAND DISTRICT LAW SOCIETY INC. 2018



Land Covenants (Stage 3)

1 INTRODUCTION

- 1.1 These Land Covenants relate to the land in Stage 3 of Beach Grove.
- 1.2 These Land Covenants are in addition to other requirements relating to Stage 3 land such as the obligations imposed by the Waimakariri District Plan and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.

2 GRANT OF LAND COVENANTS

- 2.1 Subject to clause 2.4, the Covenantor covenants and agrees with the Covenantee that the Covenantor will at all times observe and perform the covenants contained in this Instrument to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Burdened Land and Benefited Land (together "the Land") and each and all of the registered owners of the land but:
 - a. the Covenantor will be liable only for breaches of the covenants contained in this Instrument which occur whilst the Covenantor is the registered owner of the Land or any part of the Land; and
 - b. Beach Road Estates Limited will not be liable for breaches of the covenants contained in this Instrument while it is the registered proprietor of the Land or any part of the Land.
- 2.2 The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of these covenants.
- 2.3 The Covenantee will not call on Beach Road Estates Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any property and adjoining property of the Covenantee provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining land.
- 2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in this Instrument in respect of one or more of the Burdened Land, in which case the waived covenants will not apply to the relevant Burdened Land to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

3 DESIGN COVENANTS

3.1 The Covenantor covenants not to:

- a. Erect (or permit or suffer to be erected) on the Burdened Land:
 - (i) any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan & exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
 - (ii) any Building on Urban 1 Land or Urban 2 Land that does not comply with the requirements of the relevant land use resource consent for that land;
 - (iii) any Building that does not comply with the requirements of the Beach Grove Stage 3 Fencing Plan;
 - (iv) any Building other than a Building that has been approved by the Developer;
 - (v) any Building other than a single Home, garage, storage sheds, and usual accessory buildings;
 - (vi) any re-locatable, pre-built or kit-set Building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;
 - (vii) any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
 - (viii) any sign visible from outside the Developed Property except:
 - (A) one standard real estate sign which shall be no larger than 600cm x 1m and no higher than 1.2m above Ground Level;
 - (B) signage erected by the Developer;
 - (C) signage approved by the Developer on such conditions as the Developer thinks fit;

And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the Residential 7 zone of the WDP. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor of a Developed Property to remove any sign that does not comply with these Land Covenants.

- (ix) any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
- any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
- (xi) any Home without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;

- (xii) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property; or
- (xiii) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b. Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Covenantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completion date will be advised to the Covenantor as part of the plans approval process.
- c. Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
- d. Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.
- e. Permit the Covenantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
- f. Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
- g. Use colours on the exterior roof or wall other than those approved by the Developer.
- h. Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping or accommodation on any Developed Property.

4 LAND USE COVENANTS

- 4.1 The Covenantor covenants not to:
 - a. Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
 - b. Use the Developed Property as a residence until the date of issue of a Code Compliance Certificate by the Waimakariri District Council.
 - c. Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer.
 - d. Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
 - e. Permit any part of the Developed Property to form a private or legal road to an adjoining property.
 - f. Permit any damage to be caused to any Burdened or Benefited Land and any adjoining property (including, without limitation, berms, footpaths, stormwater

swales, tree planning and fences) as a consequence of construction work on the Developed Property. The Covenantor shall promptly make good any damage.

- g. Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered owners of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.
- h. Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property.
- i. Bring or allow to be brought onto any Development Property motor vehicles of a gross laden weight of more than 4,500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property.
- j. Permit the state or repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.
- k. Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.
- 5 DEFAULT
- 5.1 If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Instrument (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered owners of the Benefited Land:
 - a. pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-ob servance of the Land Covenants contained in this Instrument continues after the date upon which written demand has been made;
 - b. remove or cause to be removed any Building, fence or other structure erected or place on the Burdened Land in breach or non-observance of the foregoing Land Covenants; and
 - c. replace any building materials so as to comply with these Land Covenants;
 - d. reimburse the Developer whilst the Developer is the registered owner of any Benefited Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.
- 5.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered owners of the Burdened Land.
- 5.3 The Covenantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered owner of any Benefited Land all breaches or non observance on the Covenantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Covenantee other than the Developer can take any action against a Covenantor in respect of a breach or non-observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such way as it thinks fit and the Covenantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

6 DISPUTES

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- 6.1 If a dispute arises in relation to this Instrument:
 - a. the party initiating the dispute must provide full written particulars of the dispute to the other party;
 - b. the parties must promptly meet and in good faith try to resolve the dispute;
 - c. subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to 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 and Westland Branch of the New Zealand Law Society.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Instrument including as to what may constitute a breach or as to matters of interpretation of this Instrument whilst the Developer is the registered owner of any Benefited Land then the same shall be referred to the Developer for resolution whose decision shall be final.

7 NO TERMINATION

7.1 The Covenantor may not determine this Instrument for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.

8 VESTING OF ROADS AND RESERVES

8.1 All registered owners of the Land consent to the deposit of any Survey Plan which has the effect of vesting any land in any local authority, territorial authority or the Crown (Land to Vest) or where land is to be transferred for utilities or road (Land for Utilities). The registered owners of the Land agree that the Land Covenants in this Instrument shall cease to apply in respect of the Land to Vest and any Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The registered owners of the Land to the deposit of the Survey Plan (including under section 224(b)(i) Resource Management Act 1991 (or any like similar

provision in any variation, consolidation or replacement Act)) and for the removal of the covenants in this instrument from any Land for Utilities.

- 8.2 If it is determined by the Developer that additional written consent is required from the registered owners of the Land to the deposit of any Survey Plan or the removal of covenants in this Instrument from any Land for Utilities under clause 8.1 then:
 - a. At the request of the Developer, the registered owners of the Land will immediately give such written consent to the Developer; and
 - b. In addition to clause 8.1 and 8.2(a), the registered owners of the Land irrevocably appointed the Developer or its successors in title as its attorney to sign any consent necessary in the required from to deposit any Survey Plan. No person dealing with the registered owners of the Land as the attorney in this capacity need inquire of the Developer is validly exercising its powers as attorney under this clause 8.2.

9 INTERPRETATION

9.1 Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:

"Authority" means the Waimakariri District Council or any other relevant authority.

"Beach Grove Stage 3 Fencing Plan" means the plan attached in Appendix 1.

"Building" means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials.

"Developer" means Beach Road Estates Limited and / or its nominee and / or any developer who acquires the Development from Beach Road Estates Limited for the purposes of completing the Development.

"Developed Properties" means all of the residential Developed Properties within the Development.

"Developed Property" means any one property comprised on a separate record of title in the Development.

"Development" means the Beach Grove development in Kaiapoi.

"Home" means a Building or a group of Buildings designed and occupied as a single self contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

"Covenantee" means the Covenantee and where appropriate all the Covenantee's successors in title and assigns;

"Covenantor" means the Covenantor and where appropriate all the Covenantor's successors in title and assigns;

"Ground Level" means the finished ground level of a Developed Property as at the date of deposit of the Subdivision Plan which creates that Developed Property.

"Home Office" means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

"Land Covenants" means these covenants.

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"Outline Development Plan" means the Beach Grove outline development plan attached in Appendix 2.

"Subdivision Plan" means a subdivision plan showing Developed Property boundaries.

"Suburban 1 Land" means land shown as Suburban 1 land on the Outline Development Plan.

"Suburban 2 Land" means land shown as Suburban 2 land on the Outline Development Plan.

"Urban 1 Land" means land shown as Urban 1 land on the Outline Development Plan.

"Urban 2 Land" means land shown as Urban 2 land on the Outline Development Plan.

"WDP" means the Waimakariri District Plan as amended from time to time.

"Working Days" means a day which is not a Saturday, Sunday or public holiday in Canterbury.

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Appendix 1

Beach Grove Stage 3 Fencing Plan

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Appendix 2

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Outline Development Plan

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4.7

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12431755.6 Registered 27 May 2022 15:53 OGorman, Sarah Clare Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1054524	Canterbury
1054525	Canterbury
1054526	Canterbury
1054527	Canterbury
1054528	Canterbury
1054529	Canterbury
1054530	Canterbury
1054531	Canterbury
1054532	Canterbury
1054533	Canterbury
1054534	Canterbury
1054535	Canterbury
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1054547	Canterbury
1054548	Canterbury
1054549	Canterbury
1054550	Canterbury
1054551	Canterbury
1054552	Canterbury
1054555	Canterbury
Annexure Schedule Contains 12 Pages.	

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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	Ø
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V

Signature

Signed by Sarah Clare OGorman as Covenantor Representative on 26/05/2022 02:41 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V

Signature

Signed by Sarah Clare OGorman as Covenantee Representative on 26/05/2022 02:41 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Beach Road Estates Limited

Covenantee

Beach Road Estates Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lots 186 - 214 DP 574663 (1054524 - 1054552)	Lots 186 – 214 and Lot 1000 DP 574663 (1054524 – 1054552 and 1054555)

Covenant rights and powers (including terms, covenants and conditions)

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number , registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule].

PM-124405-55-17-V1



Land Covenants (Stage 4)

1	INTRODUCTION
1.1	These Land Covenants relate to the land in Stage 4 of Beach Grove.

- 1.2 These Land Covenants are in addition to other requirements relating to Stage 4 land such as the obligations imposed by the Waimakariri District Plan and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.
- 1.3 The covenants in this instrument will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

2 GRANT OF LAND COVENANTS

- 2.1 Subject to clause 2.4, the Covenantor covenants and agrees with the Covenantee that the Covenantor will at all times observe and perform the covenants contained in this Instrument to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Burdened Land and Benefited Land (together "the Land") and each and all of the registered owners of the land but:
 - a. the Covenantor will be liable only for breaches of the covenants contained in this Instrument which occur whilst the Covenantor is the Registered owner of the Land or any part of the Land; and
 - b. Beach Road Estates Limited will not be liable for breaches of the covenants contained in this Instrument while it is the registered owner of the Land or any part of the Land.
- 2.2 The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of these covenants.
- 2.3 The Covenantee will not call on Beach Road Estates Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any property and adjoining property of the Covenantee provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining land.
- 2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Burdened Land(s), in which case the waived covenants will not apply to the relevant Burdened Land(s) to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

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3 DESIGN COVENANTS

3.1 The Covenantor covenants not to:

- a. Erect (or permit or suffer to be erected) on the Burdened Land:
 - (i) any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan & exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
 - (ii) any Building on Urban 1 Land or Urban 2 Land that does not comply with the requirements of the relevant land use resource consent for that land;
 - (iii) any Building that does not comply with the requirements of the Beach Grove Stage 4 Fencing Plan;
 - (iv) any Building other than a Building that has been approved by the Developer;
 - (v) any Building other than a single Home, garage, storage sheds, and usual accessory buildings;
 - (vi) any re-locatable, pre-built or kit-set Building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;
 - (vii) any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
 - (viii) any sign visible from outside the Developed Property except:
 - (A) one standard real estate sign which shall be no larger than 600cm x1m and no higher than 1.2m above Ground Level;
 - (B) signage erected by the Developer;
 - signage approved by the Developer on such conditions as the Developer thinks fit;

And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the Residential 7 zone of the WDP. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered owner of a Developed Property to remove any sign that does not comply with these Land Covenants.

- (ix) any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
- (x) any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
- (xi) any Home without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;

- (xii) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property; or
- (xiii) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b. Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Covenantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completion date will be advised to the Covenantor as part of the plans approval process.
- c. Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
- d. Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.
- e. Permit the Covenantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
- f. Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
- g. Use colours on the exterior roof or wall other than those approved by the Developer.
- Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping or accommodation on any Developed Property.

4 LAND USE COVENANTS

- 4.1 The Covenantor covenants not to:
 - a. Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
 - b. Use the Developed Property as a residence until the date of issue of a Code Compliance Certificate by the Waimakariri District Council.
 - c. Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer.
 - d. Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
 - e. Permit any part of the Developed Property to form a private or legal road to an adjoining property.
 - f. Permit any damage to be caused to any Burdened or Benefited Land and any adjoining property (including, without limitation, berms, footpaths, stormwater

swales, tree planning and fences) as a consequence of construction work on the Developed Property. The Covenantor shall promptly make good any damage.

- g. Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered owners of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.
- h. Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered owner of a Developed Property.
- i. Bring or allow to be brought onto any Development Property motor vehicles of a gross laden weight of more than 4,500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any Developed Property or decrease the enjoyment of any registered owner of a Developed Property.
- j. Permit the state or repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.
- k. Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.

5 DEFAULT

- 5.1 If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Instrument (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered owners of the Benefited Land(s):
 - a. pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-observance of the Land Covenants contained in this Instrument continues after the date upon which written demand has been made;
 - b. remove or cause to be removed any Building, fence or other structure erected or place on the Burdened Land in breach or non-observance of the foregoing Land Covenants; and
 - c. replace any building materials so as to comply with these Land Covenants;
 - d. reimburse the Developer whilst the Developer is the registered owner of any Benefited Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.
- 5.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered owners of the Burdened Land.

- 5.3 The Covenantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered owner of any Benefited Land all breaches or non observance on the Covenantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Covenantee other than the Developer can take any action against a Covenantor in respect of a breach or non-observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such way as it thinks fit and the Covenantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

6 DISPUTES

- 6.1 If a dispute arises in relation to this Instrument:
 - a. the party initiating the dispute must provide full written particulars of the dispute to the other party;
 - b. the parties must promptly meet and in good faith try to resolve the dispute;
 - c. subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to 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 and Westland Branch of the New Zealand Law Society.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Instrument including as to what may constitute a breach or as to matters of interpretation of this Instrument whilst the Developer is the registered owner of any Benefited Land then the same shall be referred to the Developer for resolution whose decision shall be final.

7 NO TERMINATION

7.1 The Covenantor may not determine this Instrument for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.

8 INTERPRETATION

8.1 Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:

"Authority" means the Waimakariri District Council or any other relevant authority.

"Beach Grove Stage 4 Fencing Plan" means the plan attached in Appendix 1.

"Building" means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials.

"Developer" means Beach Road Estates Limited and / or its nominee and / or any developer who acquires the Development from Beach Road Estates Limited for the purposes of completing the Development.

"Developed Properties" means all of the residential Developed Properties within the Development.

"Developed Property" means any one property comprised on a separate Record of Title in the Development.

"Development" means the Beach Grove development in Kaiapoi.

"Home" means a Building or a group of Buildings designed and occupied as a single self contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

"Covenantee" means the Covenantee and where appropriate all the Covenantee's successors in title and assigns;

"Covenantor" means the Covenantor and where appropriate all the Covenantor's successors in title and assigns;

"Ground Level" means the finished ground level of a Developed Property as at the date of deposit of the Subdivision Plan which creates that Developed Property.

"Home Office" means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

"Land Covenants" means these covenants.

"Outline Development Plan" means the Beach Grove outline development plan attached in Appendix 2.

"Subdivision Plan" means a subdivision plan showing Developed Property boundaries.

"Suburban 1 Land" means land shown as Suburban 1 land on the Outline Development Plan.

"Suburban 2 Land" means land shown as Suburban 2 land on the Outline Development Plan.

"Urban 1 Land" means land shown as Urban 1 land on the Outline Development Plan.

"Urban 2 Land" means land shown as Urban 2 land on the Outline Development Plan.

"WDP" means the Waimakariri District Plan as amended from time to time.

"Working Days" means a day which is not a Saturday, Sunday or public holiday in Canterbury.

Appendix 1 Beach Grove Stage 4 Fencing Plan







Appendix 2

Outline Development Plan

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- 1

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View Instrument Details



Instrument No Status **Date & Time Lodged** Lodged By Instrument Type





Affected Records of Title	Land District
1065388	Canterbury
1065389	Canterbury
1065390	Canterbury
1065391	Canterbury
1065392	Canterbury
1065393	Canterbury
1065394	Canterbury
1065395	Canterbury
1065396	Canterbury
1065397	Canterbury
1065398	Canterbury
1065399	Canterbury
1065400	Canterbury
1065401	Canterbury
1065403	Canterbury

Annexure Schedule Contains 12 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ø
Signature	
Signed by Sarah Clare OGorman as Covenantor Representative on 05/07/2022 03:20 PM	

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	Ø
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	Ø
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
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 Sarah Clare OGorman as Covenantee Representative on 05/07/2022 03:20 PM

Approved for ADLS by Registrar-General of Land under No. 2018/6263 COVENANT INSTRUMENT TO NOTE LAND COVENANT

Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor

Surname(s) must be <u>underlined</u> or in CAPITALS.

BEACH ROAD ESTATES LIMITED

Covenantee

BEACH ROAD ESTATES LIMITED

Surname(s) must be <u>underlined</u> or in CAPITALS.

Construction addition of American Coll and March 19

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

			ninue in additional Annexure Schedule, ij required
Purpose of covenant	Shown (plan	Burdened Land	Benefited Land
	reference)	(Record of Title)	(Record of Title) or in gross
Land Covenant		Lots 172-185 DP576930	Lots 172-185 DP576930 aud Lot 1000
		(1065388-1065401)	DP576930 (1065388-1065401 and 1065403)
1	1		

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

-{Memorandum number

, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule

].

REF: 7200 - © AUCKLAND DISTRICT LAW SOCIETY INC. 2018



Land Covenants (Stage 3)

1	INTRODUCTION	

- 1.1 These Land Covenants relate to the land in Stage 3 of Beach Grove.
- 1.2 These Land Covenants are in addition to other requirements relating to Stage 3 land such as the obligations imposed by the Waimakariri District Plan and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.

2 GRANT OF LAND COVENANTS

- 2.1 Subject to clause 2.4, the Covenantor covenants and agrees with the Covenantee that the Covenantor will at all times observe and perform the covenants contained in this Instrument to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Burdened Land and Benefited Land (together "the Land") and each and all of the registered owners of the land but:
 - a. the Covenantor will be liable only for breaches of the covenants contained in this Instrument which occur whilst the Covenantor is the Registered owner of the Land or any part of the Land; and
 - b. Beach Road Estates Limited will not be liable for breaches of the covenants contained in this Instrument while it is the registered owner of the Land or any part of the Land.
- 2.2 The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of these covenants.
- 2.3 The Covenantee will not call on Beach Road Estates Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any property and adjoining property of the Covenantee provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining land.
- 2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Burdened Land(s), in which case the waived covenants will not apply to the relevant Burdened Land(s) to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

3 DESIGN COVENANTS

- 3.1 The Covenantor covenants not to:
 - a. Erect (or permit or suffer to be erected) on the Burdened Land:
 - (i) any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan & exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
 - (ii) any Building on Urban 1 Land or Urban 2 Land that does not comply with the requirements of the relevant land use resource consent for that land;
 - (iii) any Building that does not comply with the requirements of the Beach Grove Stage 3 Fencing Plan;
 - (iv) any Building other than a Building that has been approved by the Developer;
 - (v) any Building other than a single Home, garage, storage sheds, and usual accessory buildings;
 - (vi) any re-locatable, pre-built or kit-set Building or any Building containing secondhand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;
 - (vii) any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
 - (viii) any sign visible from outside the Developed Property except:
 - (A) one standard real estate sign which shall be no larger than 600cm x 1m and no higher than 1.2m above Ground Level;
 - (B) signage erected by the Developer;
 - (C) signage approved by the Developer on such conditions as the Developer thinks fit;

And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the Residential 7 zone of the WDP. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered owner of a Developed Property to remove any sign that does not comply with these Land Covenants.

- (ix) any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
- (x) any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
- (xi) any Home without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;

- (xii) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property; or
- (xiii) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b. Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Covenantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completion date will be advised to the Covenantor as part of the plans approval process.
- c. Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
- d. Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.
- e. Permit the Covenantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
- f. Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
- g. Use colours on the exterior roof or wall other than those approved by the Developer.
- h. Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping or accommodation on any Developed Property.

4 LAND USE COVENANTS

- 4.1 The Covenantor covenants not to:
 - a. Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
 - b. Use the Developed Property as a residence until the date of issue of a Code Compliance Certificate by the Waimakariri District Council.
 - c. Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer.
 - d. Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
 - e. Permit any part of the Developed Property to form a private or legal road to an adjoining property.
 - f. Permit any damage to be caused to any Burdened or Benefited Land and any adjoining property (including, without limitation, berms, footpaths, stormwater swales, tree

planning and fences) as a consequence of construction work on the Developed Property. The Covenantor shall promptly make good any damage.

- g. Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered owners of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.
- h. Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered owner of a Developed Property.
- i. Bring or allow to be brought onto any Development Property motor vehicles of a gross laden weight of more than 4,500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any Developed Property or decrease the enjoyment of any registered owner of a Developed Property.
- j. Permit the state or repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.
- k. Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.
- 5 DEFAULT
- 5.1 If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Instrument (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered owners of the Benefited Land(s):
 - a. pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-observance of the Land Covenants contained in this Instrument continues after the date upon which written demand has been made;
 - b. remove or cause to be removed any Building, fence or other structure erected or place on the Burdened Land in breach or non-observance of the foregoing Land Covenants; and
 - c. replace any building materials so as to comply with these Land Covenants;
 - d. reimburse the Developer whilst the Developer is the registered owner of any Benefited Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.
- 5.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered owners of the Burdened Land.

- 5.3 The Covenantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered owner of any Benefited Land all breaches or non observance on the Covenantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Covenantee other than the Developer can take any action against a Covenantor in respect of a breach or non-observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such way as it thinks fit and the Covenantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

6 DISPUTES

- 6.1 If a dispute arises in relation to this Instrument:
 - a. the party initiating the dispute must provide full written particulars of the dispute to the other party;
 - b. the parties must promptly meet and in good faith try to resolve the dispute;
 - c. subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to 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 and Westland Branch of the New Zealand Law Society.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Instrument including as to what may constitute a breach or as to matters of interpretation of this Instrument whilst the Developer is the registered owner of any Benefited Land then the same shall be referred to the Developer for resolution whose decision shall be final.

7 NO TERMINATION

7.1 The Covenantor may not determine this Instrument for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.

8 VESTING OF ROADS AND RESERVES

8.1 All registered owners of the Land consent to the deposit of any Survey Plan which has the effect of vesting any land in any local authority, territorial authority or the Crown (Land to Vest) or where land is to be transferred for utilities or road (Land for Utilities). The registered owners of the Land agree that the Land Covenants in this Instrument shall cease to apply in respect of the Land to Vest and any Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The registered owners of the Land covenant that this clause will be deemed to be the consent of the registered owners of the Land to the deposit of the Survey Plan (including under section 224(b)(i) of the Resource Management Act 1991 (or any like similar provision in any variation, consolidation or replacement Act)) and for the removal of the covenants in this instrument from any Land for Utilities.

- 8.2 If it is determined by the Developer that additional written consent is required from the registered owners of the Land to the deposit of any Survey Plan or the removal of covenants in this instrument from any Land for Utilities under clause 8.1 then:
 - a. At the request of the Developer, the registered owners of the Land will immediately give such written consent to the Developer; and
 - b. In addition to clause 8.1 and 8.2(a), the registered owners of the Land irrevocably appointed the Developer or its successors in title as its attorney to sign any consent necessary in the required form to deposit any Survey Plan. No person dealing with the registered owners of the Land as the attorney in this capacity need inquire of the Developer is validly exercising its powers as attorney under this clause 8.2.

9 INTERPRETATION

9.1 Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:

"Authority" means the Waimakariri District Council or any other relevant authority.

"Beach Grove Stage 3 Fencing Plan" means the plan attached in Appendix 1.

"Building" means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials.

"Developer" means Beach Road Estates Limited and / or its nominee and / or any developer who acquires the Development from Beach Road Estates Limited for the purposes of completing the Development.

"Developed Properties" means all of the residential Developed Properties within the Development.

"Developed Property" means any one property comprised on a separate Record of Title in the Development.

"Development" means the Beach Grove development in Kaiapoi.

"Home" means a Building or a group of Buildings designed and occupied as a single self contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

"Covenantee" means the Covenantee and where appropriate all the Covenantee's successors in title and assigns;

"Covenantor" means the Covenantor and where appropriate all the Covenantor's successors in title and assigns;

"Ground Level" means the finished ground level of a Developed Property as at the date of deposit of the Subdivision Plan which creates that Developed Property.

"Home Office" means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

"Land Covenants" means these covenants.

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"Outline Development Plan" means the Beach Grove outline development plan attached in Appendix 2.

"Subdivision Plan" means a subdivision plan showing Developed Property boundaries.

"Suburban 1 Land" means land shown as Suburban 1 land on the Outline Development Plan.

"Suburban 2 Land" means land shown as Suburban 2 land on the Outline Development Plan.

"Urban 1 Land" means land shown as Urban 1 land on the Outline Development Plan.

"Urban 2 Land" means land shown as Urban 2 land on the Outline Development Plan.

"WDP" means the Waimakariri District Plan as amended from time to time.

"Working Days" means a day which is not a Saturday, Sunday or public holiday in Canterbury.

8

Appendix 1

Beach Grove Stage 3 Fencing Plan

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Appendix 2

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Outline Development Plan

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4.7

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type





Affected Records of Title	Land District
1065388	Canterbury
1065389	Canterbury
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1065397	Canterbury
1065398	Canterbury
1065399	Canterbury
1065400	Canterbury
1065401	Canterbury
1065403	Canterbury
Annexure Schedule Contains 1 Pages.	

Signature

Signed by Andrew David Royds Tait as Territorial Authority Representative on 15/07/2022 09:27 AM

*** End of Report ***

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Beach Road Estates Limited to subdivide land into 14 Lots (stage 3E)

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

TO: The District Land Registrar Canterbury Land Registry

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

- 1. The on-site pump station, pipes and the boundary connection, excluding the stainless steel ball isolating valve shall be the property and responsibility of the landowner.
- 2. The Consent Holder shall maintain the on-site pump station, pipes and the boundary connection, excluding the stainless steel ball isolating valve.

The above conditions, as they relate to Lots 172 - 185 and Lot 1000 (Balance Lot), shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Records of Title for Lots 172 - 185 and Lot 1000 (Balance Lot).

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

SCHEDULE

Estate in fee simple and being Lots 172 - 185 and Lot 1000 (Balance Lot), Deposit Plan 576930 and being a subdivision of Lot 1000 DP 574663, Record of Title 1054555.

Dated this 14th day of July 2022

SIGNED for and on behalf of the WAIMAKARIRI DISTRICT COUNCIL.

6.0

Sally Fear AUTHORISED OFFICER

SAPIUPLAD/Section 221(Consent Notices/MC185305 Bench Road Estates Ltd - Stage 3E - 221 Consent Notice (1).docx
View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12489270.4 Registered 15 July 2022 14:29 Tait, Andrew David Royds Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1065388	Canterbury
1065389	Canterbury
1065390	Canterbury
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1065393	Canterbury
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1065397	Canterbury
1065398	Canterbury
1065399	Canterbury
1065400	Canterbury
1065401	Canterbury
1065403	Canterbury
Annexure Schedule Contains	1 Pages.

Signature

Signed by Andrew David Royds Tait as Territorial Authority Representative on 15/07/2022 09:28 AM

*** End of Report ***

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Beach Road Estates Limited to subdivide land into 14 Lots (stage 3E)

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

TO: The District Land Registrar Canterbury Land Registry

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

1. Prior to the erection of any dwelling on Lots 172 - 185 and Lot 1000 (Balance Lot), the Consent Holder shall ensure a site specific geotechnical assessment is carried out by a suitably qualified person with experience in residential development. Foundations shall comply with the minimum requirements that are set out in the most recent version of MBIE's guidelines for land that is classified as Technical Category 2 (TC2). The results of this assessment shall be used to design specific foundations for each dwelling.

The above condition, as it relates to Lots 172 - 185 and Lot 1000 (Balance Lot), shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Records of Title for Lots 172 - 185 and Lot 1000 (Balance Lot).

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

SCHEDULE

Estate in fee simple and being Lots 172 - 185 and Lot 1000 (Balance Lot), Deposit Plan 576930 and being a subdivision of Lot 1000 DP 574663, Record of Title 1054555.

Dated this 14th day of July 2022

SIGNED for and on behalf of the WAIMAKARIRI DISTRICT COUNCIL

Sec 1.4.4.2

Sally Fear **AUTHORISED OFFICER**

SEPTOPLAD/Section 221(Consent Notices)/RC185305 Beach Road Estates Ltd - Stage 3E - 221 Consent Notice (2).doex

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12489270.5 Registered 15 July 2022 14:29 Tait, Andrew David Royds Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1065388	Canterbury
1065389	Canterbury
1065390	Canterbury
1065391	Canterbury
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1065393	Canterbury
1065394	Canterbury
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1065398	Canterbury
1065399	Canterbury
1065400	Canterbury
1065401	Canterbury
1065403	Canterbury
Annexure Schedule Contains	s 1 Pages.

Signature

Signed by Andrew David Royds Tait as Territorial Authority Representative on 15/07/2022 09:29 AM

*** End of Report ***

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Beach Road Estates Limited to subdivide land into 14 Lots (stage 3E)

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

TO: The District Land Registrar

Canterbury Land Registry

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

 Fencing on road boundaries shall be a maximum height of 1.2m and fencing on side and rear boundaries shall be a maximum height of 1.8m on Lots 172 – 185. All structures including fencing, shall comply with the development controls, or a further land use consent shall be obtained from the Council.

The above condition, as it relates to Lots 172 -185, shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Records of Title for Lots 172 - 185.

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

SCHEDULE

Estate in fee simple and being Lots 172 - 185, Deposit Plan 576930 and being a subdivision of Lot 1000 DP 574663, Record of Title 1054555.

Dated this 14th day of July 2022

SIGNED for and on behalf of the WAIMAKARIRI DISTRICT COUNCIL

1.1

Sally Fear AUTHORISED OFFICER

SAPHAPLAD/Section 221(Consent Notices)/RC185305 Beach Road Estates Ltd - Stage 3E - 221 Consent Notice (4). doex

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12489270.6 Registered 15 July 2022 14:29 Tait, Andrew David Royds Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1065388	Canterbury
1065389	Canterbury
1065390	Canterbury
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1065393	Canterbury
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1065403	Canterbury
Annexure Schedule Contains	s 1 Pages.

Signature

Signed by Andrew David Royds Tait as Territorial Authority Representative on 15/07/2022 09:29 AM

*** End of Report ***

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Beach Road Estates Limited to subdivide land into 14 Lots (stage 3E)

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

TO: The District Land Registrar Canterbury Land Registry

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

1. The owners of Lots 172 and 185 shall pay the full costs of erecting and maintaining the fencing along the boundary with any lots vested as reserves.

The above condition, as it relates to Lots 172 & 185, shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Records of Title for Lots 172 & 185.

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

SCHEDULE

Estate in fee simple and being Lots 172 & 185, Deposit Plan 576930 and being a subdivision of Lot 1000 DP 574663, Record of Title 1054555.

Dated this 14th day of July 2022

SIGNED for and on behalf of the WAIMAKARIRI DISTRICT COUNCIL

Sally Fear AUTHORISED OFFICER

SAPHDELAD/Section 221(Consent Notices)/RC185305 Beach Road Estates Ltd - Stage 3E - 221 Consent Notice (3) doex

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12489270.7 Registered 15 July 2022 14:29 Tait, Andrew David Royds Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1065388	Canterbury
1065389	Canterbury
1065390	Canterbury
1065391	Canterbury
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1065397	Canterbury
1065398	Canterbury
1065399	Canterbury
1065400	Canterbury
1065401	Canterbury
1065403	Canterbury
Annexure Schedule Contains	s 1 Pages.

Signature

Signed by Andrew David Royds Tait as Territorial Authority Representative on 15/07/2022 09:30 AM

*** End of Report ***

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Beach Road Estates Limited to subdivide land into 14 Lots (stage 3E)

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

TO: The District Land Registrar

Canterbury Land Registry

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

1. The finished floor level of any habitable dwelling on Lots 172 to 185 inclusive shall be a minimum of 2.4m to Lyttelton Vertical Datum 1937 (January 2018)...

The above condition, as it relates to Lots 172 -185, shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Records of Title for Lots 172 - 185.

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

SCHEDULE

Estate in fee simple and being Lots 172 - 185, Deposit Plan 576930 and being a subdivision of Lot 1000 DP 574663, Record of Title 1054555.

Dated this 14th day of July 2022

SIGNED for and on behalf of the WAIMAKARIRI DISTRICT COUNCIL.

(**), i

Sally Fear AUTHORISED OFFICER

SAPIU/PLAD/Section 221 (Consent Notices)/RC185305 Beach Road Estates Ltd - Stage 3E - 221 Consent Notice (5).doox

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12489270.8 Registered 15 July 2022 14:29 Tait, Andrew David Royds Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1065388	Canterbury
1065389	Canterbury
1065390	Canterbury
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1065393	Canterbury
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1065403	Canterbury
Annexure Schedule Contains	s 5 Pages.

Signature

Signed by Andrew David Royds Tait as Territorial Authority Representative on 15/07/2022 09:30 AM

*** End of Report ***

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Beach Road Estates Limited to subdivide land into 14 Lots (stage 3E)

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

TO: The District Land Registrar Canterbury Land Registry

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

Urban Design Conditions (numbered as per the Resource consent decision)

30. Building Coverage

- 30.1 The maximum permitted building coverage on Lots 172 185 shall not exceed 45% of the net site area:
 - a. Building coverage shall be defined by the exterior edge of the cladding;
 - b. Include any part of an upper level of a building that overhangs the lower level;
 - c. Include the total area of eaves that are greater than 600mm wide.

31. Impervious Site Coverage

- 31.1 The maximum total impervious area on Lots 172 185 shall not exceed 60% of the net site area. The maximum impervious area within the front yard shall not exceed 50%. Impervious area shall be:
 - a. The total building coverage plus;
 - b. Any pavement area (footpaths driveways and patios for example) that is not porous/permeable and is greater than 1m width.

32. Front Yard Setback

- 32.1 The minimum front yard setback on Lots 172 185 shall be no less than 3m:
 - a. The front yard shall be the boundary which is shared with a legal road reserve or Lot 400 Local Purpose Reserve (future road).
 - b. The setback shall be measured from the exterior wall of the building.

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33. Side and Rear Yard Setback

- 33.1 The minimum side and rear yard setback on Lots 172 185 shall be no less than 1.2m:
 - a. The side yard shall be on all sides that is not the front yard and/or yard adjoining public reserves or jointly owned access leg;
 - b. The side and rear yard setback shall not apply where there is a common party wall.
 - c. The setback shall be measured from the exterior wall of the building.

34. Other Yard Setback – Adjoining reserves or jointly owned access leg

- 34.1 The minimum yard setback on Lots 172 185 where the boundary abuts a public open space, or a jointly owned access lot shall be no less than 2m.
 - a. Public spaces are Lots 300, 301, 302;
 - b. Jointly owned access legs are Lots 500 and 501;
 - c. Where a property does not have a boundary that adjoins a legal road reserve, then this yard shall be considered as a front yard and that standard shall apply.
 - d. The setback shall be measured from the exterior wall of the building.

35. Landscaping

- 35.1 There shall be a minimum level of landscaping provided on Lots 172 185.
 - a. The minimum front yard landscaping shall be no less than 25%;
 - b. The minimum landscaping within the yard adjoining open space or jointly owned access legs shall be no less than 50% and in front of any fencing provided;
 - c. For avoidance of doubt landscaping shall mean planting consisting of shrubs, hedges, trees and ground cover plants or similar planting and not only lawn.

36. Boundary Fencing and Walls

36.1 Fences or walls or a combination of these structures on Lots 172 - 185 (whether separate or joined together) must be in accordance with the Approved Fence types for Beach Grove Stage 3 schedule – Schedule A, as saved in Council records TRIM reference: 200511053932 and stamped as approved plans for RC185305 and RC185306.

37. Maximum Height.

37.1 The maximum permitted height of any building on Lots 172 - 185 shall be no greater than 8m.

38. Height in Relation to Boundary

38.1 No part of any building or structure on Lots 172 - 185 shall project beyond the recession planes as listed below:

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- a. A 45 degree recession plane measured 2m vertically above the existing ground level along rear boundaries and side boundaries as measured outside of 15m perpendicular from a road reserve.
- b. Inside the first 15m of the site as measured perpendicular to the boundary adjoining the road reserve, the recession plane shall be a 45 degree recession plane measured 4m vertically above the existing ground.
- c. Where a boundary forms part of a legal right of way, entrance strip, access to the site or a pedestrian walkway measuring no greater than 10m in width, then a 45 degree recession plane measured 2m vertically above the existing ground shall apply from the opposite side of the pedestrian walkway or jointly owned access leg.
- d. There shall be no recession planes applied to along any boundary that is shared with a legal road reserve.
- e. There shall be no recession plane applied to any boundary that is shared with public open space Lot 302.

39. Private Open Space

- 39.1 Each dwelling on Lots 172 185 shall provide a minimum private outdoor space that is entirely contained with their site.
 - a. When located at ground level, the private open space shall;
 - i. Be contiguous;
 - ii. Have a minimum area no less than 30m² and;
 - iii. Be able to contain a 4m diameter circle;
 - iv. Have a gradient not exceeding 1 in 20 and;
 - v. Be directly accessible from a habitable room (living, dining, family room or similar space) and;
 - vi. Is free of buildings, parking spaces, manoeuvring areas and service areas.
 - b. When located above ground level in the form of a balcony, patio or roof terrace, the private open space shall,
 - i. Be contiguous;
 - ii. Have a minimum area no less than 8m² and;
 - iii. Have a minimum dimension no less than 1.8m;
 - iv. Face directly a street or the rear yard and not any side boundaries and can face a boundary with a reserve or jointly owned access;
 - v. Be directly accessible from a primary habitable room (living, dining, family room or similar space).

40. Outlook Space

- 40.1 An outlook space must be provided for all habitable rooms and bedrooms for each dwelling on Lots 172 185 as listed below:
 - a. Outlook spaces must be provided from the face of the building and from

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the centre of the largest window or glazing provided for that room;

- c. The principal habitable room (living dining or family room) must have an outlook space with a minimum dimension of 6m in depth and 4m in width;
- d. All other habitable rooms and kitchen must have an outlook space with a minimum dimension of 2m in depth by 2m in width;
- e. The principal bedroom must have an outlook space with a minimum dimension of 3m in depth by 3m in width;
- f. All other bedrooms must have an outlook space with a minimum dimension of 2m in depth by 2m in width;
- g. The depth of the outlook space is measured at right angles to and horizontal from the window to which it applies;
- h. The width of the outlook space is measured from the centre point of the largest window on the building face to which it applies;
- i. The height of the outlook space is the same as the floor height, measured from floor to ceiling, of the building face to which the standard applies;
- j. Outlook spaces may be within the site, over a public street, over another public open space or jointly owned access leg;
- Outlook spaces required for different rooms within the same building may overlap;
- I. Outlook spaces may overlap where they are on the same wall plane;
- m. Outlook spaces must be clear and unobstructed by buildings;
- n. Outlook spaces must not extend over adjacent sites, or outdoor living spaces required by another dwelling.

41. <u>Streetscape</u>

- 41.1 All dwellings on Lots 172 185 shall positively engage with the street and other public spaces by reducing the visual dominance of garages by:
 - Ensuring garage doors are set back a minimum distance of 5.5m from the front boundary and 1 metre from the front most edge of the building that either has a habitable room or is the front entrance to the dwelling;
 - <u>Note</u>:
 - Where garage doors do not face the street, the applicable minimum yard setback of 3m will apply.
 - The setbacks shall be measured from the exterior wall of the building.
 - b. Ensuring garage doors do not exceed 6 metres in width or are no more than 50% of the total front elevation, whichever is lesser;
 - c. Ensuring any garage side wall facing the street includes a minimum of either 10% windows or other detailing to avoid blank walls;
 - d. Ensuring front entrances to each dwelling are;
 - i. Clearly visible from the street and,
 - ii. Provide a minimum of 1m² canopy cover for residents and visitors and,
 - iii. Have a path that directly connects from the entrance areas to the pedestrian footpath within the road reserve or other public space.
 - e. Providing at least one habitable room or kitchen that fronts the street;

S:/PIU/PLAD/Section 221(Consent Notices)/RC185305 Beach Road Estates Ltd - Stage 3E - 221 Consent Notice (6).docx

f. Avoiding non-habitable and utility rooms (excluding garages) fronting the street.

42. Service Courts

- 42.1 All dwellings on Lots 172 185 must provide a service court within their site that:
 - a. Has a minimum dimension of 2m by 3m and is;
 - i. Located either in the rearyard or sideyard and not in the front yard or forward of the front building elevation.
 - b. Is suitably screened with privacy fencing when:
 - Located next to a principal habitable room of the dwelling on the same lot.
 - ii. Is in direct sight from the main window of a principal habitable room.
 - iii. Located in other sensitive locations such as the rear yard abutting jointly owned access lot or open space.

43. Driveways and Onsite Parking

- 43.1 Each of Lots 172 185 shall have a maximum of one driveway crossing.
- 43.2 The maximum width of any driveway crossing shall not exceed 5.5m.
- 43.3 The minimum width of any driveway crossing shall not be less than 3.0m.
- 43.4 Each of Lots 172 185 shall provide at least one off street parking space either as a garage space or a car pad that measures no less than 2.5m wide by 5.0m deep.
- 43.5 Driveways shall be separated from footpaths connecting the front entrance to the footpath on the street.

The above conditions, as they relate to Lots 172 -185, shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Records of Title for Lots 172 - 185.

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

SCHEDULE

Estate in fee simple and being Lots 172 - 185, Deposit Plan 576930 and being a subdivision of Lot 1000 DP 574663, Record of Title 1054555.

Dated this 14th day of July 2022

SIGNED for and on behalf of the WAIMAKARIRI DISTRICT COUNCIL

Sally Fear AUTHORISED OFFICER

SAPIUNPLAD/Section 221(Consent Notices)/RC185305 Beach Road Estates Ltd - Stage 3E - 221 Consent Notice (6).doex



Please be aware that this information has been supplied by the vendor and/or sourced from: Property Guru, Property Smarts, LINZ, Local Councils, ECAN, CERA and other organisations. Harcourts Four Seasons Realty 2017 Ltd is passing over this information. Therefore, we cannot guarantee its accuracy or reliability and recommend purchasers undertake their own due diligence.



Job No: 53246.6001 20 May 2022

Beach Road Estates Ltd Issued via email

Attention: Shane Fairmaid

Dear Shane

Beach Grove Subdivision, Kaiapoi Scala penetrometer testing Stage 3E

1 Introduction

This letter presents the results of the bearing capacity tests undertaken by Tonkin & Taylor (T+T) on the engineered hard fill prepared for Stage 3E lots 172 to 185, Beach Grove subdivision, Beach Road, Kaiapoi. The work described in this document was commissioned by Beach Road Estates Ltd and was completed in accordance with the terms and conditions which are outlined in T+T's Variation No. 24 dated 26 May 2021, under project No. 53246.

2 Scala penetrometer results

14 Scala penetrometer tests were carried out on the Stage 3E lots 172 to 185 on 11 May 2022. One Scala penetrometer test was completed on each lot. The locations of the Scala tests are shown on Figure 1, Appendix A.

The results of the Scala penetrometer logs are attached in Appendix C.

3 Summary of Scala penetrometer testing and indicated bearing capacity

The bearing capacity assessed from the Scala penetrometer test results show that the lots tested meet the intent for a TC2 equivalent complying foundation, such as a rib-raft or similar.

All Scala penetrometer testing and fill testing during construction indicated that all fill placed on site met the requirements of the specification.

Exceptional thinking together

www.tonkintaylor.co.nz

4 Applicability

This report has been prepared for the exclusive use of our client Beach Road Estates Ltd, with respect to the particular brief given to us and it may not be relied upon in other contexts or for any other purpose, or by any person other than our client, without our prior written agreement.

It is important that Tonkin & Taylor Ltd be immediately contacted if there is any variation in subsoil conditions from those which are described in this letter report.

Tonkin & Taylor Ltd

Environmental and Engineering Consultants

Report prepared by:

.....

Peter Lee Geotechnical Engineer

Authorised for Tonkin & Taylor Ltd by:

Grant Lovell Project Director

PELE

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Appendix B: Table of indicative bearing capacity

Lot Number / Scala ID	Scala penetration into fill (mm)	Average Number of blows per 50 mm over top 300mm or refusal depth	Allowable bearing capacity (kPa)	ULS bearing capacity (kPa)	Geotechnical ultimate bearing capacity (kPa)
172	150	6.0	270	540	810
173	200	4.8	250	500	750
174	150	5.0	260	520	780
175	300	5.3	260	520	780
176	200	4.3	200	400	600
177	250	5.4	255	510	765
178	300	5.0	260	520	780
179	250	5.0	260	520	780
180	200	4.8	240	480	720
181	100	6.6	300	600	900
182	350	3.5	190	380	570
183	450	3.0	180	360	540
184	250	5.0	260	520	780
185	350	5.1	260	520	780

Tonkin+Taylor

SCALA PENETROMETER LOG

Job No: Project: Location: RL:	53246.6001 Beach Grove Beach Grove Unknown	e Stage 3E e, Kaiapoi		Date: 7 Operated by: 7 Logged by: 7 Checked by: 5	11/08 PELE PELE SNB	5/202. E	2			T	est Sr	No. neet of	17 1 1	/2
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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

Job No: Project: Location: RL:	53246.6001 Beach Grove Beach Grove Unknown	e Stage 3E e, Kaiapoi		Date: 7 Operated by: 7 Logged by: 7 Checked by: 5	11/05/2 PELE PELE SNB	022			Te	st No Shee	D. et of	174 1 1	
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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

Job No: Project: Location: RL:	53246.6001 Beach Grove Beach Grove Unknown	e Stage 3E e, Kaiapoi		Date: 7 Operated by: / Logged by: / Checked by: 5	11/05/202 PELE PELE SNB	22			Test Sł	No. neet of	175 1 1
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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

Job No: Project: Location: RL:	53246.6001 Beach Grove Beach Grove Unknown	e Stage 3E e, Kaiapoi		Date: 7 Operated by: / Logged by: / Checked by: 3	11/05/202 PELE PELE SNB	22		T	est No Shee). et of	178 1 1
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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

Job No: Project: Location: RL:	53246.6001 Beach Grove Beach Grove Unknown	e Stage 3E e, Kaiapoi		Date: 7 Operated by: 7 Logged by: 7 Checked by: 5	11/05/202 PELE PELE SNB	22		Те	est No. Sheet of	182 1 1
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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG



Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'

Tonkin+Taylor

SCALA PENETROMETER LOG

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Note: The estimated CBR values are based upon Fig. 5, Correlation of Dynamic Cone Penetration and CBR AUSTROADS (1992) 'Pavement Design - A Guide to the Structural Design of Road Pavements'



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		550-599	45	14%	49%

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07	20	10325	7693	0	10189
58	15	6816	3418	0	223
62	14	7424	3137	0	0
53	27	11328	3861	0	1174
19	45	24592	11810	124	694
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Appendix 2

Outline Development Plan













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 Our Reference:
 RC185305 RC185306 / 200720090518

 Valuation Reference:
 21753-501-91

20 July 2020

Beach Road Estates Limited C/- Shane Fairmaid 4 Peasmoor Road Lower Shotover QUEENSTOWN 9304

Dear Shane

AMENDED DECISION ON RESOURCE CONSENT APPLICATION - STAGE 3 BEACH ROAD ESTATES LIMITED - 280 BEACH ROAD, KAIAPOI

Please find enclosed a copy of the <u>Amended decision</u> reached by the Plan Implementation Manager under delegated authority from the Council on the above application.

Attached as Appendix 1 is a full copy of the conditions, showing these amendments.

Yours faithfully

Kate Bonifacio

Kate Bonifacio RESOURCE MANAGEMENT PLANNER

Encl

CC: Resource Management Group - <u>graham@rmgroup.co.nz</u> <u>neil.cox@woods.co.nz</u> <u>rob.howe@woods.co.nz</u>



waimakariri.govt.nz

WAIMAKARIRI DISTRICT COUNCIL

IN THE MATTER of the Resource Management Act 1991

<u>AND</u>

IN THE MATTER of an application lodged by **Beach Road Estates Limited** for a resource consent under Section 88 of the aforementioned Act.

APPLICATION

The applicant seeks to amend conditions of consent RC185305 granted on the 20 May 2020. This Section 133A request was made on 30 May 2020, however, this correction will not be issued within the 15 working days of the grant due to consultation around the wording of the conditions to be corrected between the applicant's and the Councils engineers. Therefore a time extension under Section 37 was sought and granted by the applicant.

This extension allows an additional 38 working days to the processing timeframes with the formal agreement of the applicant. The agent for the application requested the changes pursuant to Section 133A of the Resource Management Act 1991

DECISION

The Planning Manager, on the 17th July 2020, re-approved:

- **THAT** pursuant to Section 133A of the Resource Management Act 1991, consent be granted to vary Conditions 3.1, 5.2, 5.3, 14.14, 19.3, 28.2 and 45.1 and cancel Conditions 15.2 and 15.3 of RC185305, being consent to subdivide Lot 2 DP 516119 (to become Lot 1000 DP 542977 held in CFR 916326) into:
 - 72 residential lots (Lots 114 185);
 - Two access lots (Lots 500 and 501);
 - Five lots to vest in Council as road (Lots 200, 201, 202, 203 and 204);
 - Three lots to vest in Council as local purpose (accessway) reserve (Lots 300, 301 and 400); and
 - One lot to vest in Council as local purpose reserve (Lot 302),
 - One lot (Lot 502) to be amalgamated with adjoining land,

being 6.4397ha of 35.4503ha, as held in CFR 804052, at 280 Beach Road, Kaiapoi, be amended to read as follows:

3.1 The Council shall allow the staging of the development as follows provided all

associated conditions have been completed to the Council's satisfaction:

- Stage 3A: Lots 114 136 (residential lots), Lots 500 501 (access Lots) and Lots 200 201 (road to vest), and balance lot
- Stage 3B: Lots 152 171 (residential lots), Lot 502 (to be amalgamated with adjoining land), Lot 301 (Local Purpose (Access Linkage) Reserve to vest), Lot 302 (Recreation Reserve to vest), Lot 203 (road to vest) and Lot 400 (Local Purpose (Future Road) Reserve to vest) and balance lots
- Stage 3C: Lots 137 151 (residential lots), Lot 300 (Local Purpose (Access Linkage) Reserve to vest) and Lot 202 (road to vest) and balance lot
- Stage 3D: Lots 172 185 (residential lots) and Lot 204 (road to vest).
- 5.2 Lots 300 and 301 shall vest as Local Purpose (Access Linkage) Reserve in the Waimakariri District Council.
- 5.3 Lot 302 shall vest as Local Purpose (Recreation Reserve) in the Waimakariri District Council.
- 14.14 The Consent Holder shall carry out Clegg Hammer testing of footpaths following completion of the base course layer and prior to concreting/surfacing. A measured minimum Clegg Impact Value of 25 shall be obtained to assure adequate compaction and pavement strength prior to sealing/pouring concrete.
- 19.3 Light poles shall be painted and light bulbs shall be LED type and approved by Council before installation proceeds.
- 28.3 Copies of all test results, Producer Statements, certification, inspections, Sharefile or USB of CCTVs shall be provided to the Council's satisfaction. Digital photo images of the inside of all manholes shall be provided.
- 45.1 That a certificate under Section 224(c) of the Resource Management Act 1991 will not be issued until conditions 1 to 29 and 44 above have been met to the satisfaction of the Waimakariri District Council, at the expense of the consent holder.

Condition 15.2 and 15.3 are to be deleted.

REASONS FOR THE DECISION

Pursuant to Section 133a of the Act the Council considers that:

• The amended conditions are minor corrections as they relate to repetition of wording of conditions, and incorrect wording and referencing of conditions.

- No person is affected by the amendment to the conditions as they relate to the consent holder only.
- The amendments are not contrary to the objectives and policies of the District Plan.

DATED at Rangiora this 20th Day of 20th July 2020

Kate Banifacio

SIGNED by Kate Bonifacio RESOURCE MANAGEMENT PLANNER

<u>Appendix 1: Updated Conditions incorporating RC185305 and RC185306 (and S133A minor corrections)</u>

Subdivision – RC185305

- **THAT** pursuant to Section 104B of the Resource Management Act 1991, consent be granted to subdivide Lot 2 DP 516119 (to become Lot 1000 DP 542977 held in CFR 916326) into:
 - 72 residential lots (Lots 114 185);
 - Two access lots (Lots 500 and 501);
 - Five lots to vest in Council as road (Lots 200, 201, 202, 203 and 204);
 - Three lots to vest in Council as local purpose (accessway) reserve (Lots 300, 301 and 400); and
 - One lot to vest in Council as local purpose reserve (Lot 302),
 - One lot (Lot 502) to be amalgamated with adjoining land,

being 6.4397ha of 35.4503ha, as held in CFR 804052, at 280 Beach Road, Kaiapoi, as a non-complying activity subject to the following conditions which are imposed under Section 108 of the Act:

1. <u>Application Plan</u>

- 1.1 Except where necessary to give effect to the following conditions the activity shall be carried out in accordance with the attached approved application plans stamped RC185305 and RC185306.
- 1.2 This consent shall expire 10 years after the date of issue, being **20 May 2030**.

2. <u>Standards</u>

- 2.1 All stages of design and construction shall be in accordance with the subsequent standards and the latest amendments, where applicable.
 - Waimakariri District Council Engineering Code of Practice
 - National Code of Practice for Utility Operators Access to Transport Corridors.
 - NZ Transport Agency standards.
 - Relevant Ausroads Guides & standards.
 - NZS 4404:2010 Land Development and Subdivision Infrastructure.
 - NZS 4431 Earthfill for Residential Development.
 - SNZ PAS 4509:2008 New Zealand Fire Service Fire Fighting Water Supplies Code of Practice.
 - GermanDIN4150 Standard, Part 3 (1999), Effects of Vibration on

Structures

- NZS 6803:1999 Acoustics for Construction Noise
- Erosion And Sediment Control Toolbox for Canterbury
- MOTSAM Manual of Traffic Signs and Markings

3. <u>Staging</u>

- 3.1 The Council shall allow the staging of the development as follows provided all associated conditions have been completed to the Council's satisfaction:
 - Stage 3A: Lots 114 136 (residential lots), Lots 500 501 (access Lots) and Lots 200 201 (road to vest), and balance lot
 - Stage 3B: Lots 152 171 (residential lots), Lot 502 (to be amalgamated with adjoining land), Lot 301 (Local Purpose (Access Linkage) Reserve to vest), Lot 302 (Recreation Reserve to vest), Lot 203 (road to vest) and Lot 400 (Local Purpose (Future Road) Reserve to vest) and balance lots
 - Stage 3C: Lots 137 151 (residential lots), Lot 300 Local Purpose (Access Linkage) Reserve to vest) and Lot 202 (road to vest) and balance lot
 - Stage 3D: Lots 172 185 (residential lots) and Lot 204 (road to vest).

4. Easements

4.1 All services, including open drains and access ways, water pipelines serving more than one lot of traversing lots other than those being served and not situated within a public road or proposed public road, shall be protected by easements. All such easements shall be granted and reserved.

5. Lots to Vest

- 5.1 Lots 200 to 204 inclusive shall vest as Road Reserve in the Waimakariri District Council.
- 5.2 Lots 300 and 301 shall vest as Local Purpose (Access Linkage) Reserve in the Waimakariri District Council.
- 5.3 Lot 302 shall vest as Local Purpose (Recreation Reserve) in the Waimakariri District Council.
- 5.4 Lot 400 shall vest as Local Purpose (Future Road) Reserve in the Waimakariri District Council.

6. <u>Plans and Specifications</u>

- 6.1 The consent holder shall ensure all Lots (including balance lots but excluding lots to vest), are separately serviced with reticulated water, sewer and stormwater systems within the subdivision.
- 6.2 Electronic copies of the design, plans, design reports and specifications of all works shall be submitted to the Council for approval prior to works commencing. Approval of complying documents shall be given in writing and work shall not commence until this approval has been received from the Council.
- 6.3 The Consent Holder shall forward with the design, engineering plans and specifications and copies of any other consents granted in respect of this subdivision. The calculations and reports for the sewer, water, and stormwater flows shall be included with the design documentation submitted. Overland flow paths shall be retained.
- 6.4 The Chartered Professional Engineer with relevant experience undertaking the design work shall submit a 'Producer Statement (Design)' to Council for approval, in writing, prior to works commencing on site.
- 6.5 Any subsequent amendments to the design, plans, and specifications shall be submitted to Council for approval in writing.

7. <u>Supervision and Setting Out</u>

- 7.1 The Consent Holder shall engage a Chartered Professional Engineer or Registered Surveyor, prior to commencement of any works to supervise all engineering works and setting out.
- 7.2 The Consent Holder shall ensure that the Supervising Engineer/Surveyor submits a programme of inspections intended to meet the requirements of Condition 7.1 at the time of submitting the engineering design, plans and specifications.
- 7.3 The Consent Holder shall ensure the supervising engineer/surveyor supplies to the Council a certificate stating that all works and services associated with the subdivision have been installed in accordance with the approved plans and specifications and that the "As Built" plans are a true and accurate record of all works and services as constructed. This certificate shall be supplied at the time of requesting the Section 224c Certificate.
- 7.4 The Consent Holder shall ensure the supervising Engineer/Surveyor forwards copies of site inspection notes for all supervision site visits to the Council. These shall be forwarded to the Waimakariri District Council every five working days.

- 7.5 The supervising Chartered Professional Engineer or Registered Surveyor shall complete and submit to the Council a 'Producer Statement (Construction)' on the completion of the works.
- 7.6 Certificates shall be given to the Waimakariri District Council for all testing undertaken. Copies of the certificates shall be forwarded to Waimakariri District Council every ten working days.
- 7.7 The consent holder shall engage a Registered Professional Surveyor or Licenced Cadastral Surveyor to establish permanent bench marks suitable for builders establishing finished floor levels for dwellings on proposed Lots 114 -185 inclusive. The benchmarks shall have a '1V or 2V' Orthometric Height order and be in terms of the Local Mean Sea level MSL. The MSL is the Lyttelton Vertical Datum 1937 (January 2018). A minimum of one benchmark per five residential lot frontages (approximately one every 100m) shall be provided. A plan with these benchmarks clearly indicated shall be supplied to Council.

8. <u>Earthworks</u>

- 8.1 All earthworks shall be in accordance with the conditions set out in the Earthworks Consent issued as RC145170.
- 8.2 The consent holder shall ensure all lots are shaped to slope to the roadside kerb and channel / swale / to the head of the right of way serving each lot / to an approved outfall, without discharging across adjacent lots.
- 8.3 Where land filling is to be undertaken, the areas affected together with dimensions relative to the created property boundaries, shall be shown on the "As Built" plans to be supplied to the Council.
- 8.4 Any areas of fill, or earthworks not certified in accordance with NZS 4431:1989 shall, together with sufficient dimensions to locate the feature relative to property boundaries, be registered on the land transfer title plans, and shown on the "As-built" plans.
- 8.5 Earthworks, reshaping or fill shall not alter natural ground level by more than 300mm where it is carried out at the boundary with an established residential property.
- 8.6 Where excavated cut material is greater than 200mm in thickness, the Consent Holder shall undercut and replace with 100mm minimum of compacted topsoil.
- 8.7 Where material needs to be imported onto site, the consent holder shall provide details of the source and type of material, laboratory tests to confirm mode of compaction, type and frequency of transportation and route used to enter the site to Council, in writing, prior to works commencing.

- 8.8 The earthworks shall not block, alter or redirect existing or natural overland flow paths, and shall not block or redirect drains, and shall not create ponding of stormwater in any adjacent land in separate ownership.
- 8.9 During all earthworks the consent holder shall employ dust containment measures, such as watering, to avoid off site nuisance effects created by dust.
- 8.10 The consent holder shall grass each lot at the completion of earthworks, and shall maintain the areas so that any areas of dead grass are replaced immediately, in order to avoid nuisance effects created by dust.
- 8.11 The consent holder shall ensure all construction operations shall be limited to 7am to 6pm Monday to Saturday. No construction work shall take place on Sundays or Public Holidays.
- 8.12 Reserves to be vested in the Council shall, subject to engineering approval, be levelled, covered with minimum 150mm topsoil, grassed and planted as per the Waimakariri District Council Engineering Code of Practice.
- 8.13 All rubbish, organic or other unsuitable material shall be removed off site to an approved site where this material can be legally disposed of.
- 8.14 The Consent Holder shall provide evidence that in areas where there has been a substantial depth of fill (i.e. the borrow area) the fill is compacted and no subsidence will occur.
- 8.15 Topsoil with a high organic content and good water retention capacity shall be spread over the site on completion to a settled depth of 150mm to Lots 114 to 185 inclusive.
- 8.16 The road sub base shall be built to a standard suitable for the proposed road formation. The sub base shall be tested with the earthworks operation to ensure the formation is adequate for the metal courses and surfacing.

9. <u>Environmental Management Plan</u>

- 9.1 Prior to any works on site, the Consent Holder shall provide an Environmental Management Plan (EMP) to the Council for approval in writing. The EMP shall detail the methodology of works and the environmental controls in place to limit the effects from issues such as flooding, dust, noise, pollution, wildlife etc. No works shall occur until this EMP has been submitted and approved by Council in writing.
- 9.2 All works shall be carried out in accordance with the approved EMP including any subsequent amendments.
- 9.3 The Consent Holder shall be responsible for installing and maintaining any sediment control devices, protection of the existing land drainage and waterways, and making regular inspections, repairs and changes to the

proposed measures as required.

- 9.4 Any works proposed to be undertaken that do not accord with the EMP as a result of adverse site conditions require the approval of Council, in writing, prior to these works commencing.
- 9.5 The consent holder shall be responsible for installing and maintaining any control devices, protection of the existing land drainage and waterways, and making regular inspections, repairs and changes to the proposed measures as required.

10. <u>Construction Traffic Management Plan</u>

- 10.1 The Consent Holder shall prepare a Construction Traffic Management Plan (CTMP), to be submitted to and approved by Council as the road controlling authority as part of the Engineering Approval process.
- 10.2 The CTMP shall, as a minimum include the following:
 - A location plan showing the proposed works, site access points, site yard, and any other point on the local roading network to be regularly accessed during the works.
 - A schedule of various work stages and anticipated traffic generation.
 - A schedule of roads to be used for haul roads for supply of materials, as well as haul roads used between various stages/locations of the work site.
 - The hours during which traffic will be generated in the vicinity of the site.
 - Identification of events, holidays and other periods when traffic patterns are likely to be uncharacteristic
 - Details of signage, speed restrictions, detours, road closures and any other traffic management provisions to meet the requirements described in the NZTA Code of Practice for Temporary Traffic Management.
 - Contact names and telephone numbers, including 24 hour emergency contact details.
- 10.3 The Consent Holder shall meet with the Council's Roading Compliance Engineer to discuss the requirements of the Temporary Traffic Management, with submission of all required Traffic Management Plans for approval prior to any works commencing on site.
- 10.4 The Consent Holder shall review and change the CTMP if and when required, in conjunction with the relevant stakeholders.

11. <u>Water Supply</u>

- 11.1 The Consent Holder shall install a reticulated water system to service the development in accordance with approved plans and specifications.
- 11.2 The Consent Holder shall provide a potable reticulated water supply to proposed Stage 3 comprising residential Lots 114 to 185 (inclusive) by connecting to the Kaiapoi Urban Water Scheme. This supply shall meet the minimum requirements as listed in the Waimakariri District Council Engineering Code of Practice.
- 11.3 The design of the reticulation shall take into account the peak and minimum domestic flows for the entire development (further stages), fire-fighting requirements as listed in the Waimakariri District Council Engineering Code of Practice.
- 11.4 The installation shall incorporate the following requirements:
 - a) Mains of sufficient size in the road reserve with appropriate valves, hydrants and fittings. The location shall generally be in the carriageways.
 - b) 63mm O.D. PE80 submains or 100mm I.D. mains shall be installed in the berms to service the lots. No tapping bands shall be taken off mains within the carriageway.
 - c) 15 mm laterals shall be laid into the main body of each lot with toby boxes, boundary control valves and water meters at the road frontages.
- 11.5 The Consent Holder shall provide a fire fighting supply sufficient to provide protection for all the proposed lots in the subdivision. This supply shall meet the SNZ PAS 4509: 2008 New Zealand Fire Service Fire Fighting Water Supplies Code of Practice.
- 11.6 The water system shall be designed to incorporate resilience to earthquake events. Specifically, where PVC or other socket jointed pipes are used in TC2 equivalent land, then the water reticulation must meet the following requirements unless specifically authorised otherwise, in writing, by the 3 Waters Manager of the Council:
 - a) Maximum depth to pipe invert of 1.5 m
 - b) The water reticulation shall be designed and constructed to withstand an Ultimate Limit State (ULS) earthquake event with a Peak Ground Acceleration of 0.35g with no more than 100 mm vertical deviation and 200mm of horizontal deviation in any 50 m length of main.
 - c) The water reticulation shall be resilient, and shall incorporate specific resilient design components, including ground improvement where

necessary, and the use of non-liquefiable backfill such as compacted AP65 or similar.

- 11.7 The Consent Holder shall engage a Chartered Professional Engineer to prepare an engineering and geotechnical report which will specify the method of design and construction for the water reticulation system to withstand ULS earthquakes.
- 11.8 The use of PVC mains or other socket jointed water pipe is not permitted in land that does not meet the criteria for TC1 or TC2.
- 11.9 The reticulation shall incorporate the following requirements:
 - a) Trunk mains, of sufficient size shall be installed in the road reserve. The pipes, including appropriate valves, hydrants, and fittings should be located in the carriageways.
 - b) The installation of medium pattern screw down fire hydrants on all new water mains in the roads in accordance with the requirements of the Waimakariri District Council Engineering Code of Practice.
 - c) PE80 PN12 submains (63 mm OD) shall be installed in the berms serviced within the road berms in such a way that each lot can be serviced without crossing a road, carriageway or private property.
 - d) 15mm diameter (20mm OD) laterals shall be laid a minimum of 1 metre into the main body of each lot from the 63mm diameter submains or 100mm trunk mains with toby boxes and water meters at the road frontages.
 - e) A toby box and valve at the road frontage for each residential lot.
 - f) Marker tape above the water mains greater than 63mm outside diameter, clearly identifying it as a water main.
- 11.10 All reticulation installed to service Lots 114 to 185 inclusive shall be flushed, pressure tested and sterilised in accordance with the Council's Engineering Code of Practice.
- 11.11 All works shall be carried out in accordance with the approved plans and specifications.
- 11.12 As the network utility provider, the Council at the Consent Holder's expense shall carry out all connections to the existing public water supply.
- 11.13 The Consent Holder shall apply to the Council's Water Asset Manager, in writing, for approval to connect to the Council's existing water reticulation. The approval is required before works commence on the reticulation.
- 11.14 All mains in the road reserve and public access ways shall be vested in

Council.

12. <u>Sewage Disposal</u>

- 12.1 The Consent Holder shall install a reticulated low pressure sewer (LPS) system to service proposed Stage 3 comprising residential Lots 114 to 185 inclusive.
- 12.2 The Consent Holder shall connect the new infrastructure servicing this development to the Kaiapoi Urban Wastewater Scheme.
- 12.3 The system shall incorporate the following minimum requirements:
 - a) A network of appropriately sized rising mains discharging to the existing trunk main installed under RC135201.
 - b) The Consent Holder shall install the boundary connection for a Simplex (Domestic) EOne Grinder Pump Station on Lots 114 to 185 inclusive. Each connection shall include a lateral with a stainless steel swing check valve, stainless steel flushing tee point and a stainless steel ball isolating valve inside a standard PE valve box.
 - c) The Consent Holder shall install a Simplex (Domestic) EOne Grinder Pump Station, or Council approved equivalent on Lots 114 to 185 inclusive.
- 12.4 The pump station shall be supplied with an owner's guide to the pump station, including contact details of the pump station manufacturer and a maintenance contractor certified by the pump station manufacturer.
- 12.5 The Consent Holder shall provide the Council with a Certificate, signed by the installer, stating that the pump station has been supplied, installed and commissioned in accordance with the manufacturer's recommendations, prior to the occupancy of any dwelling on the property.
- 12.6 The on-site pump station, pipes and the boundary connection, excluding the stainless steel ball isolating valve shall be the property and responsibility of the landowner.
- 12.7 The Consent Holder shall maintain the on-site pump station, pipes and the boundary connection, excluding the stainless steel ball isolating valve.
- 12.8 Conditions 12.6 and 12.7 shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Record of Title for Lots 114 to 185 (inclusive).
- 12.9 A design report and engineering drawings of the LPS system shall be prepared and submitted to the Council for approval prior to construction. The design report shall specify the design flows, pressures, velocities and pipe diameters for each section of the reticulation system.

- 12.10 The pressure reticulation shall incorporate the following minimum requirements:
 - a) PN16 PE 100 Polythene (Black)
 - b) Electrofusion welded couplings between the mains and the boundary kit
 - c) Minimum 1.0 m separation between the sewer main and the reticulated water main.
 - d) Marker tape above the sewer main, clearly identifying it as a sewer or wastewater.
- 12.11 All works shall comply with the requirements of the Waimakariri District Council and plans must be submitted prior to any works commencing on site.
- 12.12 The design of the reticulated system shall be certified by the manufacturer of the on-site grinder pumps as being fit for purpose and shall be submitted to the Council for approval.
- 12.13 All works shall be carried out in accordance with the approved plans and specifications.
- 12.14 All mains in the road reserve and public access ways are to be vested in Council.

13. <u>Stormwater</u>

- 13.1 The stormwater water system shall consist of a piped primary network and secondary overland flowpaths (typically road surfaces, and some green space swales). The primary reticulation piping shall collect flow from the kerb inlets and convey the flow to the Stormwater Management Area (SMA). The pipe network shall be sized to carry the 20% AEP storm and shall discharge directly into the first flush basin. Primary overflow shall occur into specifically designed secondary flow paths during larger storm events which exceed the capacity of the pipe network. In combination, the primary network and secondary overland flow network shall be designed to contain the 2% AEP within the prescribed limits on depth of surface flooding.
- 13.2 All stormwater mains (excludes laterals) to be vested in Council ownership shall be internally cleaned and inspected by a CCTV survey, carried out after completion of all construction works to confirm acceptability of workmanship and compliance with the WDC Engineering standards and pipe manufacturers product specifications.
- 13.3 The Consent Holder shall discharge the stormwater generated from Lots 114 to 185 inclusive to the roadside kerb and channel, sump, manhole or stormwater pipeline in accordance with Waimakariri District Council's Standard Drawing 600-410 Issue B.

- 13.4 The stormwater mains shall be scored from the CCTV footage in accordance with the NZPIM by a suitably qualified person, and the score sheets together with the CCTV footage shall be provided to the Council.
- 13.5 The stormwater mains shall be free from leaks, dips, deviations and other defects that will adversely affect the function or life of the stormwater assets.
- 13.6 All works shall be carried out in terms of the approved plans and specifications.
- 13.7 A Producer Statement shall be submitted for the design of any structures and the analysis and calculations on the overall stormwater systems.
- 13.8 All public drains, shall be installed on land to be vested in the Council, unless otherwise authorised, in writing, by the Drainage Asset Manager.

14. <u>Roading</u>

- 14.1 The proposed roadways shall be installed and constructed to be in general accordance with Waimakariri District Council Standard Plan 600-272 Issue D.
- 14.2 The Consent Holder shall form and seal Roads 1, 2 and 3 (Lots 200 to 204) to a fully formed Residential standard in accordance with the approved plans.
- 14.3 Pavement design shall be in terms of New Zealand Transport Agency, Australian and C.C.C standards. The minimum metal depth in a roadway shall be 250mm. The subgrade shall be tested prior to the laying of any metal courses to ensure the ground has adequate bearing values.
- 14.4 The Consent Holder shall be required to carry out Benkelman Beam tests or other approved in situ formation bearing tests following completion of the base course layer and prior to sealing. These tests shall meet the Council's standards.
- 14.5 NDM Testing under the kerb and channel shall be carried out and the test results reviewed and accepted by the Council prior to the kerb and channel being poured.
- 14.6 Base course shall be tested by proof rolling with an approved roller and nuclear densometer testing by an experienced operator and the results showing compliance shall be submitted to the Council. Footpath sub grades shall be tested by proof rolling with an approved roller.
- 14.7 The new roads shall be sealed comprising a two wet coat seal system (grade 6 chip over grade 4 chip) over the entire carriageway surface. Alternatively, 30mm asphaltic concrete, over a waterproofing single coat chip seal may be used in the residential streets.
- 14.8 Sealed turning areas of sufficient dimension for turning of trucks, including refuse and recycling trucks, shall be included where the road ends are to be

extended in future stages. Where future roads are under construction immediately adjacent to these road ends suitable provision, to the satisfaction of the Council, shall be made available for turning of trucks at these locations.

- 14.9 A design report approved by a suitably qualified CPEng Engineer shall be submitted for approval as part of Engineering Approval process and shall include a Safety Audit Report which is to be prepared by a suitably qualified Safety Audit Traffic Engineer. The safety audit team shall include a person qualified in pedestrian and cycleway facilities.
- 14.10 The Safety Audit Report shall be approved by the Council Roading Manager prior to engineering approval of roading, streetscape or associated services drawings.
- 14.11 Temporary hammerheads shall be constructed at the eastern end of Ranginui Drive in Stage 3D and the eastern end of Road 02 adjacent to Lot 153 and be of the dimensions as used in Stages 1 and 2. They shall be surfaced with a minimum single hot bitumen Grade 5 chip seal coat.
- 14.12 Wire and bollard fencing shall be provided about the temporary hammerheads.
- 14.13 Kerb pedestrian cut downs and tactile pavers shall be provided at all intersections.
- 14.14 The Consent Holder shall carry out Clegg Hammer testing of footpaths following completion of the base course layer and prior to concreting/surfacing. A measured minimum Clegg Impact Value of 25 shall be obtained to assure adequate compaction and pavement strength prior to sealing/pouring concrete.
- 14.15 The Consent Holder shall submit plans of all proposed road markings and traffic control signs for approval as part of the Engineering approval process. The Consent Holder shall install all road markings and traffic control signs.
- 14.16 All services and ducting at Ranginui Drive and Road 02 intersection are to be installed behind the future kerb alignment (bold red dashed lines) for Future Road as shown on Drawing P17 – 155 – 00 – 280 – RD POSSIBLE FUTURE INTERSECTION UPGRADE FOR DEVELOPMENT TO NORTH.
- 14.17 Detailed design shall be developed, safety audited and approved for the entire Stage 3 development.
- 14.18 The intersection design for Johnson Road and Road 02, including the walkway/cycleway, shall be submitted to and approved by Council prior to the approval of the 223 Certificate. If a variation to the subdivision consent is required as a result of the approved intersection design (e.g. amendments to boundaries), then the variation shall be submitted to and approved by Council prior to the approval of the 223 Certificate.

15. <u>Access</u>

- 15.1 The Consent Holder shall create a Stage 3 construction site access from Beach Road or agreed alternative and a stockpile site access to the following minimum requirements:
 - The access shall be formed and sealed generally in accordance with Waimakariri District Council Standard Drawing 600-218 (Issue E) with a 20 metre metalled strip into the site.
 - The throat width shall be a minimum of 6.0 metres.
 - A 5m long shaker ramp shall be installed at the site end of the metalled strip, with provision for wheel wash facilities if required.

16. <u>Right of Ways</u>

- 16.1 Proposed right of ways shall be formed and sealed to accord with the Waimakariri District Council Engineering Code of Practice Standard Drawing 600-274 (Issue D).
- 16.2 The Consent Holder shall Clegg Hammer test the right of way prior to sealing. A measured Clegg Impact Value of at least 25 shall be obtained to assure adequate compaction and pavement strength prior to sealing.

17. Landscaping

- 17.1 A landscaping proposal including the installation and maintenance regime shall be submitted to the Council for approval in writing prior to any works commencing on site. The proposal shall include plans showing streetscapes and all reserves including grassing and tree locations.
- 17.2 The consent holder shall plant, stake and support trees in the reserve and streets to meet the following minimum requirements:
 - (a) The type of street tree shall be noted on the landscape plan and approved by the Council.
 - (b) Each street tree shall have a single leader and shall be a minimum of 2.5 metres in height at the time of planting.
- 17.3 The Consent Holder shall grass all lawn areas in the reserves and berms. All planted areas shall be mulched and trees, shrubs and fixtures installed in accordance with the Engineering Code of Practice Section 10.

18. <u>Street Names</u>

18.1 The Consent Holder shall submit three names for each of the proposed, and currently unnamed, roads to the Council for approval.

18.2 The Consent Holder shall install street name signs and poles at all intersections within the subdivision.

19. <u>Lighting</u>

- 19.1 The Consent Holder shall provide details of street lighting proposals prepared in consultation with the power supply authority, to the Council for approval, at the time of submission of the engineering plans and specifications.
- 19.2 A Chartered Professional Engineer shall design the bases for the light poles considering the location and ground conditions. An installation plan shall be prepared and approved by the Council before installation proceeds.
- 19.3 Light poles shall be painted and light bulbs shall be LED type and approved by Council before installation proceeds.
- 19.4 The Consent Holder shall install at their cost, all lighting approved in accordance with Conditions 19.1, 19.2 and 19.3.

20. <u>Power and Telephone</u>

- 20.1 The consent holder shall engage a utility network operator to provide underground electrical and telephone reticulation to the main body of Lots 114 to 185 (inclusive).
- 20.2 The consent holder shall provide evidence in writing from a utility network operator that electrical and telephone reticulation has been installed to Lots 114 to 185 (inclusive) and that all costs have been met.

21. <u>Geotechnical</u>

- 21.1 Prior to the erection of any dwelling on proposed Lots 114 to 185 (inclusive), the Consent Holder shall ensure a site specific geotechnical assessment is carried out by a suitably qualified person with experience in residential development. Foundations shall comply with the minimum requirements that are set out in the most recent version of MBIE's guidelines for land that is classified as Technical Category 2 (TC2). The results of this assessment shall be used to design specific foundations for each dwelling.
- 21.2 Condition 0 shall be subject to a consent notice pursuant to section 221 of the Resource Management Act 1991, to register on the Records of Title for Lots 114 to 185 (inclusive).

22. <u>Fencing</u>

- 22.1 The owners of Lots 136, 151, 160, 161, 165, 166, 171, 172 and 185 shall pay the full costs of erecting and maintaining the fencing along the boundary with any lots vested as reserves.
- 22.2 Condition 22.1 shall be subject to a Consent Notice pursuant to section 221 of

the Resource Management Act 1991 to be registered on the Record of Title for Lots 136, 151, 160, 161, 165, 166, 171, 172 and 185.

- Fencing on road boundaries shall be a maximum height of 1.2m and fencing on side and rear boundaries shall be a maximum height of 1.8m on Lots 114 185. All structures including fencing, shall comply with the development controls, or a further land use consent shall be obtained from the Council.
- 22.4 Condition 22.3 shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the Record of Title for Lots 114 to 185 (inclusive).

23. <u>Finished Floor Levels</u>

- 23.1 The finished floor level of any habitable dwelling on Lots 114 to 185 inclusive shall be a minimum of 2.4m to Lyttelton Vertical Datum 1937 (January 2018).
- 23.2 Condition 23.1 shall be subject to a consent notice pursuant to section 221 of the Resource Management Act 1991, to register on the Record of Title of Lots 114 to 185 (inclusive).

24. Archaeological Sites Protocol

- 24.1 The Consent Holder shall engage a consulting archaeologist who shall monitor all earthmoving activities and shall advise on methods Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga regarding the appointment of the archaeologist.
- 24.2 The Consent Holder shall provide the consulting archaeologist, Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga, the following information no less than 25 working days prior to any earth-moving works:
 - a) A schedule of the dates of all significant earthmoving events, their sequence and duration;
 - b) A summary of all measures being undertaken to ensure that adverse effects on archaeological values are avoided, remedied, reduced or mitigated.
- 24.3 The Consent Holder shall invite Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga to attend any episode of monitoring or earthmoving activity.
- 24.4 The Consent Holder shall provide Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga and Heritage New Zealand with a copy of all archaeological monitoring and investigation results which are required by the conditions of this consent with an invitation to respond, comment or meet to discuss any results.
- 24.5 The Consent Holder shall notify the District Council of all information provided

to Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga and any responses received. If appropriate, the District Council, with the agreement of the Consent Holder and Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga shall convene meetings/hui should any of the information or issues require further discussion.

25. Wahi taonga, wahi tapu and urupa protocol

- 25.1 The Consent Holder shall engage a representative of Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga who shall be present during earthworks to act as advisor to the Consent Holder on identification or protection of wahi tapu, wahi taonga, urupa or historic cultural sites.
- 25.2 The Consent Holder shall consult with Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga to determine, in accordance with tikanga Maori, if there are any matters of protocol which tangata whenua wish to undertake in relation to the commencement of any earthworks.
- 25.3 The Consent Holder shall ensure that staff involved with earthmoving activities have received training and are aware of the requirement to monitor earthmoving activities in a way that enables the identification of wahi tapu, wahi taonga, urupa or historic cultural sites. Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga shall be contracted to provide appropriate training to such staff.
- 25.4 The Consent Holder shall immediately cease earthmoving operations should it become apparent that an urupa, wahi tapu, wahi taonga or suspected historical site has been uncovered. In such circumstances the Consent Holder shall shut down all machinery or activity immediately, secure the area and advise the Runanga of the occurrence.
- 25.5 In cases other than suspected koiwi tangata (human remains) the representative of Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga will be consulted by the Consent Holder of the site to determine what further actions are appropriate to safeguard the site or its contents, and to avoid, reduce, remedy or mitigate any damage to the site.
- 25.6 Where koiwi tangata (human remains) are suspected the Consent Holder shall take the following steps:
 - a) Immediately secure the area in a way that ensures the koiwi tangata are untouched.
 - b) The Consent Holder shall notify Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga, the Police and Heritage New Zealand Pouhere Taonga that it is suspected koiwi tangata have been uncovered.
 - c) The Consent Holder of the site will see that staff are available to meet and guide kaumatua, police and Heritage New Zealand Pouhere

Taonga staff to the site, assisting with any requests that they may make.

- d) Earthmoving operations in the affected area shall only commence when kaumatua, the Police and Heritage New Zealand Pouhere Taonga staff have marked off the area around the site and have given approval.
- e) If the kaumatua is satisfied that the koiwi tangata is of Maori origin the Consent Holder shall seek the Kaumatua's decision on how to progress development.

26. <u>Conditions Auditing</u>

26.1 The Council will audit compliance with the conditions of consent by both site inspections and checking of associated documentation to the extent necessary to ensure the work is completed in accordance with the approved plans and specifications and to the Council's standards. The Council will undertake inspections and checks. The developer, or their authorised agent, shall notify the Council at least one working day prior to commencing various stages of the works to enable audit inspections to be carried out,

The minimum level of inspection shall be as follows:

Earthworks

• Following stripping and during earthworks operations.

Roading

- Following shaping of roading and footpath sub-grade prior to placement of sub base material.
- Following metalling up, prior to pouring any kerbs or channels.
- Following compaction of base course prior to sealing. This surface is to be tested with a Benkelman Beam and the results submitted to the Council for approval.
- Footpath and cycle way base course shall be tested by Clegg Hammer, and the results showing compliance shall be submitted to the Council.

Trenching

- Prior to backfilling of service trenches.
- During compaction of the trench backfilling.

Sewer

- During installation
- Testing of mains and laterals.
- CCTV testing of mains.

Water

- During installation.
- Testing of mains and laterals.
- Sterilisation of water mains.

Stormwater

- On culvert and piping works, swales, sediment chambers and other works.
- On excavation.
- During construction.
- On completion.

Landscaping

- Before set out and planting of street trees.
- Sowing of berms.
- On completion.

Whole works

- Prior to issue of a certificate under Section 224(c) of the Resource Management Act.
- One week prior to end of maintenance period (where applicable)
- On completion of maintenance period (where applicable)

Where repeat inspections are required because of faulty workmanship or work not being ready contrary to the receipt of a notification, such inspections will be carried out on the same charging basis as the normal inspections.

27. <u>Maintenance</u>

27.1 The Consent Holder shall be responsible for the maintenance of all subdivision and associated works for a period of twelve months, excluding street trees and irrigation which shall have a maintenance period of twenty

four months, following the date of issue of the Section 224(c) 'Conditions Certificate'.

- 27.2 The Consent Holder shall be responsible for the maintenance of all subdivision and maintenance works associated with the Reserves, Street trees and Landscaping for two years and two planting seasons (whichever is the lesser) following the date of issue of the Section 224(c) Certificate. A bond equal to 5% (including GST) of the cost of construction works shall be lodged with the Council for the same period.
- 27.3 Maintenance shall include:
 - Appropriate and regular mowing of grass and swales as well as watering of all plants and trees together with the replacement of any dead specimens including wetland plants.
 - Repair of any damage or defects in any of the works or services associated with the development of the subdivision as consented to.
 - Full operation and provision of a maintenance programme.

28. '<u>As Built' Plans</u>

- 28.1 The Consent Holder shall provide daily site sealing records and beam test results from the Sealing Contractor as part of the 'As Built' record, to enable accurate RAMM records to be established for the new road construction.
- 28.2 Copies of all test results, Producer Statements, certification, inspections, Sharefile or USB of CCTVs shall be provided to the Council's satisfaction. Digital photo images of the inside of all manholes shall be provided.
- 28.3 'As Built' plans including longsections setting out in detail the location of all utilities and services, road infrastructure (including footpaths), landscape planting and recreation reserves shall be provided to the Council immediately following completion of the works and shall be available at the time of the Section 224(c) Certificate inspection.
- 28.4 Where 'As Built' plans have been prepared using computer aided draughting techniques a copy of the file shall be made available to the Council in either of the following formats Microstation (.DGN), Autocad (.DWG), or (.DXF). Two sets of plans shall be provided at a scale of 1:1000 and 1:500.
- 28.5 An electronic set of 'As Built' plans shall be provided at a scale of 1:1000 and 1:500. In addition to the plans a Chartered Professional Engineer or Registered Professional Surveyor shall provide a separate certificate stating that the 'As Built' plans are a true and accurate record of all services.

- 28.6 The Consent Holder shall provide an asset register spreadsheet for all assets to be vested in the Council, including pipes, valves, fittings, manholes, structures, roading and footpaths and the like.
- 28.7 The Consent Holder shall ensure the supervising Engineer/Surveyor supplies to the Council a certificate signed by a Chartered Professional Engineer, stating that all works and services associated with the subdivision have been installed in accordance with the approved engineering plans and specifications and that the 'As Built' plans are a true and accurate record of all works and services as constructed. This certificate shall be supplied prior to requesting the Section 224(c) Certificate.

29. Amalgamation Conditions

- 29.1 That Lot 500 hereon (legal access) be held as two undivided half shares by the owners of Lots 114 115 hereon as tenants in common in the said shares and that individual record of titles be issued in accordance therewith. **LINZ** Request 1554479.
- 29.2 That Lot 201 DP471077 (legal access) be held as two undivided five sixteenths shares by the owners of Lots 114 115 hereon as tenants in common in the said shares and that individual record of titles be issued in accordance therewith. **LINZ** Request 1554479.
- 29.3 That Lot 501 hereon (legal access) be held as four undivided one quarter shares by the owners of Lots 124, 125, 130 and 132 hereon as tenants in common in the said shares and that individual record of titles be issued in accordance therewith. **LINZ** Request 1554479.
- 29.4 That Lot 502 hereon be amalgamated with Lot 203 DP 479488. **LINZ** Request 1652040.

30. Building Coverage

- 30.1 The maximum permitted building coverage on Lots 114 185 shall not exceed 45% of the net site area:
 - a. Building coverage shall be defined by the exterior edge of the cladding;
 - b. Include any part of an upper level of a building that overhangs the lower level;
 - c. Include the total area of eaves that are greater than 600mm wide.

31. Impervious Site Coverage

31.1 The maximum total impervious area on Lots 114 - 185 shall not exceed 60% of the net site area. The maximum impervious area within the front yard shall not exceed 50%. Impervious area shall be:

- a. The total building coverage plus;
- b. Any pavement area (footpaths driveways and patios for example) that is not porous/permeable and is greater than 1m width.

32. Front Yard Setback

- 32.1 The minimum front yard setback on Lots 114 185 shall be no less than 3m:
 - a. The front yard shall be the boundary which is shared with a legal road reserve or Lot 400 Local Purpose Reserve (future road).

33. Side and Rear Yard Setback

- 33.1 The minimum side and rear yard setback on Lots 114 185 shall be no less than 1.2m:
 - a. The side yard shall be on all sides that is not the front yard and/or yard adjoining public reserves or jointly owned access leg;
 - b. The side and rear yard setback shall not apply where there is a common party wall.

34. Other Yard Setback – Adjoining reserves or jointly owned access leg

- 34.1 The minimum yard setback on Lots 114 185 where the boundary abuts a public open space, or a jointly owned access lot shall be no less than 2m.
 - a. Public spaces are Lots 300, 301, 302;
 - b. Jointly owned access legs are Lots 500 and 501;
 - c. Where a property does not have a boundary that adjoins a legal road reserve, then this yard shall be considered as a front yard and that standard shall apply.

35. Landscaping

- 35.1 There shall be a minimum level of landscaping provided on Lots 114 185.
 - a. The minimum front yard landscaping shall be no less than 25%;
 - b. The minimum landscaping within the yard adjoining open space or jointly owned access legs shall be no less than 50% and in front of any fencing provided;

c. For avoidance of doubt landscaping shall mean planting consisting of shrubs, hedges, trees and ground cover plants or similar planting and not only lawn.

36. Boundary Fencing and Walls

36.1 Fences or walls or a combination of these structures on Lots 114 - 185 (whether separate or joined together) must be in accordance with the Approved Fence types for Beach Grove Stage 3 schedule – Schedule A, as saved in Council records TRIM reference: 200511053932 and stamped as approved plans for RC185305 and RC185306.

37. <u>Maximum Height</u>.

37.1 The maximum permitted height of any building on Lots 114 - 185 shall be no greater than 8m.

38. <u>Height in Relation to Boundary</u>

- 38.1 No part of any building or structure on Lots 114 185 shall project beyond the recession planes as listed below:
 - a. A 45 degree recession plane measured 2m vertically above the existing ground level along rear boundaries and side boundaries as measured outside of 15m perpendicular from a road reserve.
 - b. Inside the first 15m of the site as measured perpendicular to the boundary adjoining the road reserve, the recession plane shall be a 45 degree recession plane measured 4m vertically above the existing ground.
 - c. Where a boundary forms part of a legal right of way, entrance strip, access to the site or a pedestrian walkway measuring no greater than 10m in width, then a 45 degree recession plane measured 2m vertically above the existing ground shall apply from the opposite side of the pedestrian walkway or jointly owned access leg.
 - d. There shall be no recession planes applied to along any boundary that is shared with a legal road reserve.
 - e. There shall be no recession plane applied to any boundary that is shared with public open space Lot 302.

39. Private Open Space

- 39.1 Each dwelling on Lots 114 185 shall provide a minimum private outdoor space that is entirely contained with their site.
 - a. When located at ground level, the private open space shall;
 - i. Be contiguous;
 - ii. Have a minimum area no less than 30m² and;
 - iii. Be able to contain a 4m diameter circle;
 - iv. Have a gradient not exceeding 1 in 20 and;
 - v. Be directly accessible from a habitable room (living, dining, family room or similar space) and;
 - vi. Is free of buildings, parking spaces, manoeuvring areas and service areas.
 - b. When located above ground level in the form of a balcony, patio or roof terrace, the private open space shall,
 - i. Be contiguous;
 - ii. Have a minimum area no less than 8m² and;
 - iii. Have a minimum dimension no less than 1.8m;
 - iv. Face directly a street or the rear yard and not any side boundaries and can face a boundary with a reserve or jointly owned access;
 - v. Be directly accessible from a primary habitable room (living, dining, family room or similar space).

40. Outlook Space

- 40.1 An outlook space must be provided for all habitable rooms and bedrooms for each dwelling on Lots 114 185 as listed below:
 - a. Outlook spaces must be provided from the face of the building and from the centre of the largest window or glazing provided for that room;
 - c. The principal habitable room (living dining or family room) must have an outlook space with a minimum dimension of 6m in depth and 4m in width;
 - d. All other habitable rooms and kitchen must have an outlook space with a minimum dimension of 2m in depth by 2m in width;
 - e. The principal bedroom must have an outlook space with a minimum dimension of 3m in depth by 3m in width;
 - f. All other bedrooms must have an outlook space with a minimum dimension of 2m in depth by 2m in width;

- g. The depth of the outlook space is measured at right angles to and horizontal from the window to which it applies;
- h. The width of the outlook space is measured from the centre point of the largest window on the building face to which it applies;
- i. The height of the outlook space is the same as the floor height, measured from floor to ceiling, of the building face to which the standard applies;
- j. Outlook spaces may be within the site, over a public street, over another public open space or jointly owned access leg;
- k. Outlook spaces required for different rooms within the same building may overlap;
- I. Outlook spaces may overlap where they are on the same wall plane;
- m. Outlook spaces must be clear and unobstructed by buildings;
- n. Outlook spaces must not extend over adjacent sites, or outdoor living spaces required by another dwelling.

41. <u>Streetscape</u>

- 41.1 All dwellings on Lots 114 185 must positively engage with the street and other public spaces by:
 - a. Reducing the visual dominance of garages by;
 - b. Ensuring garages are set back a minimum distance of 5.5m from the front boundary and 2m from the front most edge of the building that either has a habitable room or is the front entrance to the dwelling;
 - c. Ensuring garage doors do not exceed 6m in width or is no more than 50% of the total front elevation, whichever is lesser;
 - d. Ensuring front entrances to each dwelling are;
 - i. Clearly visible from the street and,
 - ii. Provide enough canopy cover for residents and visitors and;
 - iii. Have a path that directly connects from the entrance areas to the pedestrian footpath within the road reserve or other public space;
 - e. Providing at least one habitable room or kitchen that fronts the street;
 - f. Avoiding non-habitable and utility rooms fronting the street and;

g. Avoids large blank walls.

42. <u>Service Courts</u>

- 42.1 All dwellings on Lots 114 185 must provide a service court within their site that:
 - a. Has a minimum dimension of 2m by 3m and is;
 - i. Located either in the rear yard or side yard and not in the front yard or forward of the front building elevation.
 - b. Is suitably screened with privacy fencing when:
 - c.
- i. Located next to a principal habitable room of the dwelling on the same lot.
- ii. Is in direct sight from the main window of a principal habitable room.
- iii. Located in other sensitive locations such as the rear yard abutting jointly owned access lot or open space.

43. Driveways and Onsite Parking

- 43.1 Each of Lots 114 185 shall have a maximum of one driveway crossing.
- 43.2 The maximum width of any driveway crossing shall not exceed 5.5m.
- 43.3 The minimum width of any driveway crossing shall not be less than 3.0m.
- 43.4 Each of on Lots 114 185 shall provide at least one off street parking space either as a garage space or a car pad that measures no less than 2.5m wide by 5.0m deep.
- 43.5 Driveways shall be separated from footpaths connecting the front entrance to the footpath on the street.

44. <u>Consent Notices</u>

44.1 Conditions 30.1 to 43.5 shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to be registered on the new Record of Titles for Lots 114 to 185 (inclusive).

45. <u>Works Conditions</u>

45.1 That a certificate under Section 224(c) of the Resource Management Act 1991 will not be issued until conditions 1 to 29 and 44 above have been met to the satisfaction of the Waimakariri District Council, at the expense of the consent holder.

ADVICE NOTES

- (a) The Consent Holder is advised that the Council is intent on the development of Lot 302 Recreational Reserve which is to be serviced (power, water, stormwater and sewer) and include playground equipment, drinking fountain, toilet, landscaping and other amenities. This to be discussed between Council and the Consent Holder.
- (b) The Consent Holder is advised that requirements and conditions listed are a statement of the Council's minimum standards. Where the Consent Holder proposes alternative higher standards or more aesthetically acceptable alternatives then these shall be submitted to the Council for approval, in writing.
- (c) No excavation shall commence within a public road reserve without the prior receipt of a Corridor Access Request (CAR).
- (d) The Consent Holder shall be advised that Development Contributions apply to this subdivision and that these will be levied in accordance with the existing Private Developers Agreement or any subsequent amendments.
- (e) The applicant shall consult with Te Runanga o Ngai Tahu and Te Ngai Tuahuriri Runanga to determine what the potential adverse effects will be on those areas subject to Silent File area identified in the District Plan.
- (f) The consent holder is advised that Producer Statement Design and Construction forms can be sourced from the 'Engineering Code of Practice Part 3 Quality Assurance', Council Service Centres, Section or on-line at: <u>https://www.waimakariri.govt.nz/home</u>
- (g) The consent holder is advised that Traffic Management Plan forms can be sourced from Council Service Centres or on-line at: https://www.waimakariri.govt.nz/home
- (h) Electrical and telephone reticulation requires that the network structures be available. In some cases, such as in rear lots, this could mean that ducting only is provided to the lot from the service box.
- (i) The Erosion & Sediment control Toolbox for Canterbury can be found on the ECan website link CRC Erosion & Sediment Control Toolbox <u>http://esccanterbury.co.nz/</u>
- (j) Connection to the wastewater reticulation shall be undertaken at the consent holder's expense and connection shall be at completed by a Council approved contractor.
- (k) Connection to the water reticulation shall be undertaken at the consent holder's expense and connection shall be at completed by a Council approved contractor.

Land Use - RC185306

THAT pursuant to Section 104B of the Resource Management Act 1991 consent be granted to erect dwellings on Lots 114 to 185 (inclusive) created from subdivision consent RC185305, being consent to subdivide Lot 2 DP 516119 (to become Lot 1000 DP 542977 held in CFR 916326) at 280 Beach Road, Kaiapoi, as a non-complying activity, subject to the following conditions which are imposed under Section 108 of the Act:

1. <u>Application Plan</u>

- 1.1 The activity shall be carried out in accordance with the attached approved application plan, stamped RC185305 and RC185306.
- 1.2 This consent shall expire 10 years after the date of issue, **being 30 May 2030.**

2. <u>Building Coverage</u>

- 2.1 The maximum permitted building coverage shall not exceed 45% of the net site area:
 - a. Building coverage shall be defined by the exterior edge of the cladding;
 - b. Include any part of an upper level of a building that overhangs the lower level;
 - c. Include the total area of eaves that are greater than 600mm wide.

3. <u>Impervious Site Coverage</u>

- 3.1 The maximum total impervious area on Lots 114 185 shall not exceed 60% of the net site area,
- 3.2 The maximum impervious area within the front yard on Lots 114 185 shall not exceed 50%. Impervious area shall be:
 - a. The total building area plus;
 - b. Any pavement area (footpaths driveways and patios for example) that is not porous/permeable and is greater than 1m width.

4. Front Yard Setback

- 4.1 The minimum front yard setback on Lots 114 185 shall be no less than 3m
 - a. The front yard shall be the boundary which is shared with a legal road reserve or Lot 400 Local Purpose Reserve (future road).
5. <u>Side and Rear Yard Setback</u>

- 5.1 The minimum side and rear yard setback on Lots 114 185 shall be no less than 1.2m:
 - a. The side yard shall be on all sides that is not the front yard and/or yard adjoining open space or jointly owned access leg;
 - b. The side and rear yard setback shall not apply where there is a common party wall.

6. <u>Other Yard Setback – Adjoining public open space or jointly owned</u> access leg

- 6.1 The minimum yard setback on Lots 114 185 where the boundary abuts a public open space, or a jointly owned access lot shall be no less than 2m.
 - a. Public spaces are Lots 300, 301, 302;
 - b. Jointly owned access legs are Lots 500 and 501;
 - c. Where a property does not have a boundary that adjoins a legal road reserve, then this yard shall be considered as a front yard and that standard shall apply.

7. <u>Landscaping</u>

- 7.1 There shall be a minimum level of landscaping provided on Lots 114 185.
 - a. The minimum front yard landscaping shall be no less than 25%;
 - b. The minimum landscaping within the yard adjoining open space or jointly owned access legs shall be no less than 50% and in front of any fencing provided;
 - c. For avoidance of doubt landscaping shall mean planting consisting of shrubs, hedges trees and ground cover plants or similar planting and not only lawn.

8. Boundary Fencing and Walls

8.1 Fences or walls or a combination of these structures on Lots 114 - 185 (whether separate or joined together) must be in accordance with the Approved Fence types for Beach Grove Stage 3 schedule – Schedule A, as saved in Council records TRIM reference: 200511053932 and stamped as approved plans for RC185305 and RC185306.

9. <u>Maximum Height</u>.

9.1 The maximum permitted height of any building on Lots 114 – 185 shall be no greater than 8m.

10. <u>Height in Relation to Boundary</u>

- 10.1 No part of any building or structure on Lots 114 185 shall project beyond the recession planes as listed below:
 - a. A 45 degree recession plane measured 2m vertically above the existing ground level along rear boundaries and side boundaries as measured outside of 15m perpendicular from a road reserve.
 - b. Inside the first 15m of the site as measured perpendicular to the boundary adjoining the road reserve, the recession plane shall be a 45 degree recession plane measured 4m vertically above the existing ground.
 - c. Where a boundary forms part of a legal right of way, entrance strip, access to the site or a pedestrian walkway measuring no greater than 10m in width, then a 45 degree recession plane measured 2m vertically above the existing ground shall apply from the opposite side of the pedestrian walkway or jointly owned access leg.
 - d. There shall be no recession planes applied to along any boundary that is shared with a legal road reserve.
 - d. There shall be no recession plane applied to any boundary that is shared with public open space Lot 302.

11. <u>Private Open Space</u>

- 11.1 Each dwelling on Lots 114 185 shall provide a minimum private outdoor space that is entirely contained with their site.
 - a. When located at ground level, the private open space shall;
 - i. Be contiguous;
 - ii. Have a minimum area no less than 30m² and;
 - iii. Be able to contain a 4m diameter circle;
 - iv. Have a gradient not exceeding 1 in 20 and;
 - v. Be directly accessible from a habitable room (living, dining,

family room or similar space) and;

- vi. Is free of buildings, parking spaces, manoeuvring areas and service areas.
- b. When located above ground level in the form of a balcony, patio or roof terrace, the private open space shall,
 - i. Be contiguous;
 - ii. Have a minimum area no less than 8m² and;
 - iii. Have a minimum dimension no less than 1.8m;
 - iv. Face directly a street or the rear yard and not any side boundaries and can face a boundary with a reserve or jointly owned access;
 - v. Be directly accessible from a primary habitable room (living, dining, family room or similar space).

12. Outlook Space

- 1 2.1 An outlook space must be provided for all habitable rooms and bedrooms for each dwelling on Lots 114 185 as listed below:
 - a. Outlook spaces must be provided from the face of the building and from the centre of the largest window or glazing provided for that room;
 - b. The principal habitable room (living dining or family room) must have an outlook space with a minimum dimension of 6m in depth and 4m in width;
 - c. All other habitable rooms and kitchen must have an outlook space with a minimum dimension of 2m in depth by 2m in width;
 - d. The principal bedroom must have an outlook space with a minimum dimension of 3m in depth by 3m in width;
 - e. All other bedrooms must have an outlook space with a minimum dimension of 2m in depth by 2m in width;
 - f. The depth of the outlook space is measured at right angles to and horizontal from the window to which it applies;
 - g. The width of the outlook space is measured from the centre point of the largest window on the building face to which it applies;
 - h. The height of the outlook space is the same as the floor height, measured

from floor to ceiling, of the building face to which the standard applies;

- i. Outlook spaces may be within the site, over a public street, over another public open space or jointly owned access leg;
- j. Outlook spaces required for different rooms within the same building may overlap;
- k. Outlook spaces may overlap where they are on the same wall plane;
- I. Outlook spaces must be clear and unobstructed by buildings;
- m. Outlook spaces must not extend over adjacent sites, or outdoor living spaces required by another dwelling.

13. <u>Streetscape</u>

- 13.1 All dwellings on Lots 114 185 must positively engage with the street and other public spaces by:
 - a. Reducing the visual dominance of garages by;
 - c. Ensuring garages are set back a minimum distance of 5.5m from the front boundary and 2m from the front most edge of the building that either has a habitable room or is the front entrance to the dwelling;
 - d. Ensuring garage doors do not exceed 6m in width or is no more than 50% of the total front elevation, whichever is lesser;
 - e. Ensuring front entrances to each dwelling are;
 - i. Clearly visible from the street and,
 - ii. Provide enough canopy cover for residents and visitors and;
 - ii. Have a path that directly connects from the entrance areas to the pedestrian footpath within the road reserve or other public space;
 - f. Providing at least one habitable room or kitchen that fronts the street;
 - g. Avoiding non-habitable and utility rooms fronting the street and;
 - f. Avoids large blank walls.

14. <u>Service Courts</u>

14.1 All dwellings on Lots 114 – 185 must provide a service court within their site

that:

- a. Has a minimum dimension of 2m by 3m and is;
 - i. Located either in the rear yard or side yard and not in the front yard or forward of the front building elevation.
- c. Is suitably screened with privacy fencing when:
 - i. Located next to a principal habitable room of the dwelling on the same lot.
 - ii. Is in direct sight from the main window of a principal habitable room.
 - iii. Located in other sensitive locations such as the rear yard abutting a jointly owned access lot or open space.

15. <u>Driveways and Onsite Parking</u>

- 15.1 Each of Lots 114 185 shall have a maximum of one driveway crossing.
- 15.2 The maximum width of any driveway crossing shall not exceed 5.5m.
- 15.3 The minimum width of any driveway crossing shall not be less than 3.0m.
- 15.4 Each of Lots 114 185 shall provide at least one off street parking space either as a garage space or a car pad that measures no less than 2.5m wide by 5.0m deep.
- 15.5 Driveways shall be separated from footpaths connecting the front entrance to the footpath on the street.

16. <u>Conditions Auditing</u>

16.1 The Council will audit compliance with the conditions of consent by both site inspections and checking of associated documentation to the extent necessary to ensure the work is completed in accordance with the approved plans and specifications and to the Council's standards. The Council will undertake inspections and checks. The developer, or their authorised agent, shall notify the Council at least one working day prior to commencing various stages of the works to enable audit inspections to be carried out,

The minimum level of inspection shall be as follows:

Earthworks

* Following stripping and during earthworks operations.

Roading

- * Following shaping of roading and footpath sub-grade prior to placement of sub base material.
- * Following metalling up, prior to pouring any kerbs or channels.
- * Following compaction of base course prior to sealing. This surface is to be tested with a Benkelman Beam and the results submitted to the Council for approval.
- * Footpath and cycle way base course shall be tested by Clegg Hammer, and the results showing compliance shall be submitted to the Council.

Trenching

- * Prior to backfilling of service trenches.
- * During compaction of the trench backfilling.

Sewer

- * During installation
- * Testing of mains and laterals.
- * CCTV testing of mains.

Water

- * During installation.
- * Testing of mains and laterals.
- * Sterilisation of water mains.

Stormwater

- * On culvert and piping works, swales, sediment chambers and other works.
- * On excavation.
- * During construction.
- * On completion.

Landscaping

- * Before set out and planting of street trees.
- * Sowing of berms.
- * On completion.

Whole works

- * Prior to issue of a certificate under Section 224(c) of the Resource Management Act.
- * One week prior to end of maintenance period (where applicable)
- * On completion of maintenance period (where applicable)

Where repeat inspections are required because of faulty workmanship or work not being ready contrary to the receipt of a notification, such inspections will be carried out on the same charging basis as the normal inspections.

Schedule 3

Plan





Please be aware that this information has been supplied by the vendor and/or sourced from: Property Guru, Property Smarts, LINZ, Local Councils, ECAN, CERA and other organisations. Harcourts Four Seasons Realty 2017 Ltd is passing over this information. Therefore, we cannot guarantee its accuracy or reliability and recommend purchasers undertake their own due diligence.

Property Statement from the Listed Land Use Register



Visit ecan.govt.nz/HAIL for more information or contact Customer Services at ecan.govt.nz/contact/ and quote ENQ405360

Date generated:	19 February 2025
Land parcels:	Lot 177 DP 576930



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance



Sites within enquiry area

There are no sites associated with the area of enquiry.

More detail about the sites

There are no sites associated with the area of enquiry.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

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