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THIS DEED is made the 18th day of January 1983

BETWEEN GIBLINS ORCHARD LIMITED a duly incorporated company having its registered office at Nelson (hereinafter called "the Covenantor") of the one part AND the said GIBLINS ORCHARD LIMITED (hereinafter referred to as "the Covenantee") of the other part WHEREAS the Covenantor is the registered proprietor of an estate in fee simple in all those pieces of land situated in the Borough of Richmond containing together 1.5964 hectares ~~more or less~~ being Lots 1 - 24 (both inclusive) on Deposited Plan 11284 and being all the land comprised in Certificates of Title Numbers (both inclusive) (Nelson Registry) (hereinafter called "the first land") AND WHEREAS the Covenantee is the registered proprietor of an estate in fee simple in all those pieces of land situated in the Borough of Richmond containing together 1.7152 hectares more or less being Lots 1 - 24 (both inclusive) and Lot 26 on Deposited Plan 11284 and being the land comprised in ^{and} Certificates of Title Numbers (both inclusive) (Nelson Registry) (hereinafter called "the second land") AND WHEREAS the Covenantee has subdivided the second land into the Lots hereinbefore described for the purposes of the sale of the said Lots as a building estate AND WHEREAS it is the intention of the Covenantee that each of the Lots comprising the First Land shall be subject to a building scheme and be subject in perpetuity to a covenant for the observance of the restrictive stipulations hereinafter set forth for the benefit of the said Lots comprising the second land in the manner set out in the Schedule hereto and that the respective owners or occupiers for the time being of any of the said Lots comprising the second land may, to the extent as set out in the Schedule be able to enforce the observance of such restrictions by the owners or occupiers for the time being of any of the said Lots comprising the first land

AND WHEREAS in consideration of the sum of ten cents (10¢) paid by the Covenantee to the Covenantor (the receipt of which sum is hereby acknowledged) the Covenantor has agreed to enter into these presents NOW THIS DEED WITNESSETH that the Covenantor for itself and its successors in title from time to time to each of the said Lots comprising the first land HEREBY COVENANTS with the Covenantee and its successors in title from time to time

to each of the said Lots comprising the second land as set out in the Schedule hereto as follows:

(a) that it will not erect or place or cause to be erected or placed on any of the said Lots comprising the first land any buildings other than either one or two household units and appurtenant outbuildings, and

(b) that it will not erect or place or cause to be erected or placed upon any of the said Lots comprising the first land any building exceeding 7 metres in height

TO THE INTENT that in relation to each of the said Lots comprising the first land to which the said restrictions is subject as listed in the Schedule the covenant hereby granted shall be annexed to and be for the benefit of those lots comprising the second land set opposite thereto in the said Schedule

IN WITNESS whereof these presents have been executed the day and year first hereinbefore written.

SCHEDULE

<u>Restrictions Affect</u>	<u>For the Benefit of</u>
Lot 1	Lots 2-24 inclusive and 26
Lot 2	Lots 1 and 26 and 3-24 inclusive
Lot 3	Lots, 1, 2 & 26 and 4-24 inclusive
Lot 4	Lots 1-3 and 5-24 inclusive and 26
Lot 5	Lots 1-4 and 6-24 inclusive and 26
Lot 6	Lots 1-5 and 7-24 inclusive and 26
Lot 7	Lots 1-6 and 8-24 inclusive and 26
Lot 8	Lots 1-7 and 9-24 inclusive and 26
Lot 9	Lots 1-8 and 10-24 inclusive and 26
Lot 10	Lots 1-9 and 11-24 inclusive and 26
Lot 11	Lots 1-10 and 12-24 inclusive and 26
Lot 12	Lots 1-11 and 13-24 inclusive and 26
Lot 13	Lots 1-12 and 14-25 inclusive and 26
Lot 14	Lots 1-13 inclusive and Lots 15-24 inclusive & 26
Lot 15	Lots 1-14 inclusive and Lots 16-24 inclusive & 26
Lot 16	Lots 1-15 inclusive and Lots 17-24 inclusive & 26
Lot 17	Lots 1-16 inclusive and Lots 18-24 inclusive & 26
Lot 18	Lots 1-17 inclusive and Lots 19-24 inclusive & 26
Lot 19	Lots 1-18 inclusive and Lots 20-24 inclusive & 26
Lot 20	Lots 1-19 inclusive and Lots 21-24 inclusive & 26
Lot 21	Lots 1-20 inclusive and Lots 22-24 inclusive & 26
Lot 22	Lots 1-21 inclusive and Lots 23, 24 and 26
Lot 23	Lots 1-22 inclusive and Lots 24 and 26
Lot 24	Lots 1-23 inclusive and Lot 26

IN WITNESS whereof these presents have been executed the
day and year first hereinbefore written

THE COMMON SEAL of GIBLINS)
ORCHARD LIMITED as Covenantor)
was hereunto affixed in the)
presence of:)

Albert D. Davis

WEST, YATES & ~~PARTNERS~~

Robert D. Davis



THE COMMON SEAL of GIBLINS)
ORCHARD LIMITED as Covenantee)
was hereunto affixed in the)
presence of:)

Albert D. Davis

WEST, YATES & ~~PARTNERS~~

Robert D. Davis



DATED

1982

Correct for the purposes of the
Land Transfer Act

GIBLINS ORCHARD LIMITED

"the Covenantor"

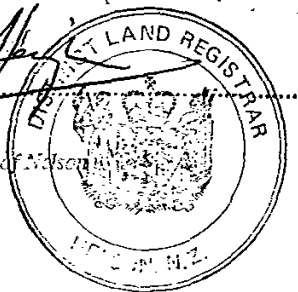
GIBLINS ORCHARD LIMITED

"the Covenantee"

DEED OF COVENANT

Alh
.....
Solicitor *for the Parties*

Particulars entered in the Register as shown ~~herein~~
on the date and at the time stamped below.

On 25/6/83
.....
~~Deputy~~ Land Registrar
Assistant of the District of Nelson


GLASGOW, SON & TIDSWELL,
SOLICITORS,
NELSON.

JAN 20 9 25 AM '83

DISTRICT LAND REGISTRAR
NELSON NO. 2

S. 228925

