

NORTHWOOD
DEVELOPMENTS LIMITED

Northwood Park Estate, Warkworth

December 2014

Dear Client

We proudly offer you this information pack for **Stage 8B** of Northwood Park Estate.

Enclosed with this letter you will find on page:

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Stage 8B layout at 1:1000	4
Lots 124–129 at 1:500	5
Schedule of Building	
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	C1 – C6
The Building Covenants	incl.
Strip footing diagram	appendix 1
Prelim drawing checklist	appendix 2

All pricing includes gst and we will be requiring a 10% Deposit of the total price (incl gst) in order to secure your investment. The section sale price includes underground services include power, phone, town water, **natural gas**, stormwater, and gravity fed wastewater reticulation.

We invite you to arrange an appointment with us to walk over the available sections. Should you require any further information please do not hesitate to contact us.

Thank you for your interest in this quality place to live,

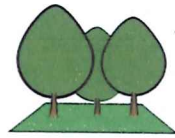
Yours faithfully,

Grant Reddell
Northwood Developments Ltd



NLD LTD

Northwood Developments Ltd / P.O. Box 245 Warkworth 0941 / ph 09 425 9631



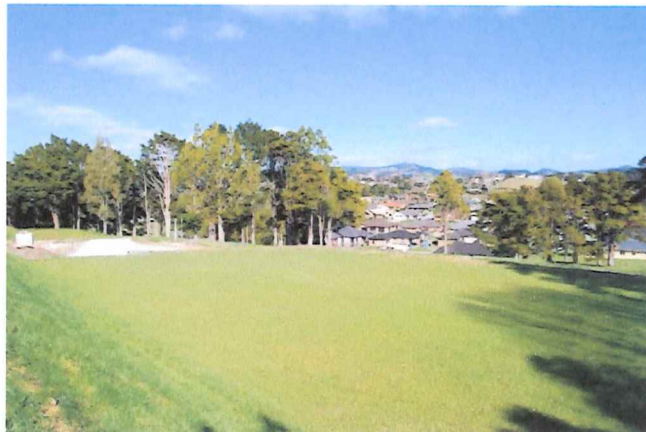
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STAGE 8B



*Six unique
elevated sites.*

*Large, flat building
sites and high
quality retaining*

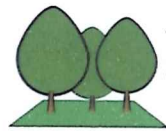


*Native trees and
stunning views
across the
surrounding area*



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NORTHWOOD
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Northwood Park Estate, Warkworth
Stage 8B

(Lots 124-129)

ALL SECTION PRICES ARE INCLUSIVE OF GST

Lot	investment	sqm
124	\$395 000	1392m2
125	\$398 000	1017m2
126	\$415 000	1270m2 (net)
127	\$425 000	1677m2
128	\$375 000	809m2
129	\$350 000	664m2

Sale Conditions include:

- Restrictive Building Covenants to maintain the high quality and aesthetic appeal of the subdivision.
- A Deposit of 10% is required to secure your investment.
- Lots 124 and 127 contain covenanted trees.

For further details:

Phone -Office 09 4259631
 -Grant Reddell 021 486 423
 -Doug Reddell 021 362852
 Email: info@northwood-dev.co.nz

Address: NORTHWOOD DEVELOPMENTS LTD
 2 MELWOOD DRIVE, P.O. BOX 245
 W A R K W O R T H

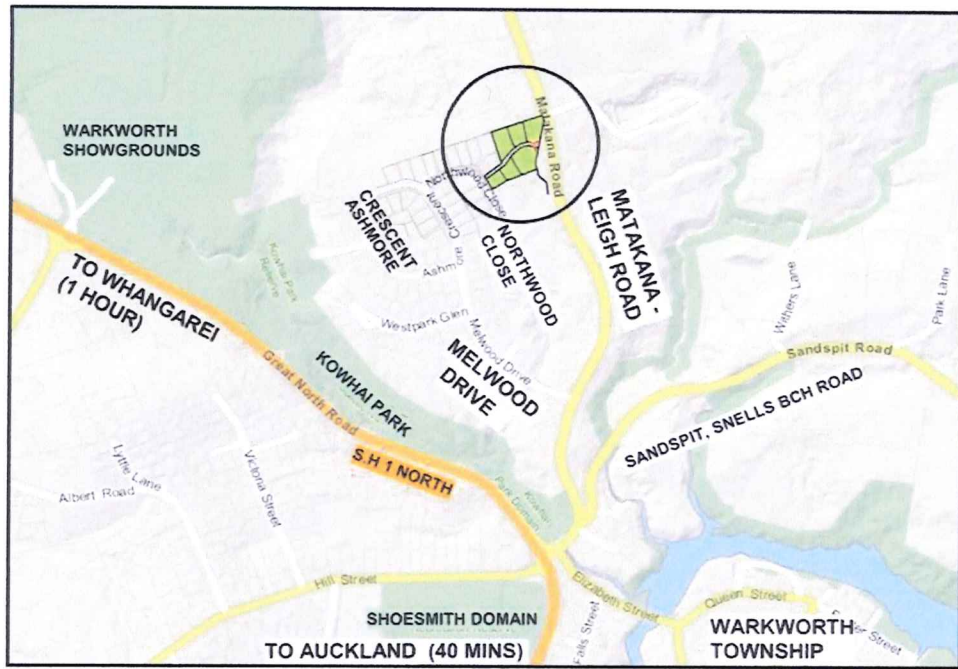
Please view our website:

www.northwood-dev.co.nz

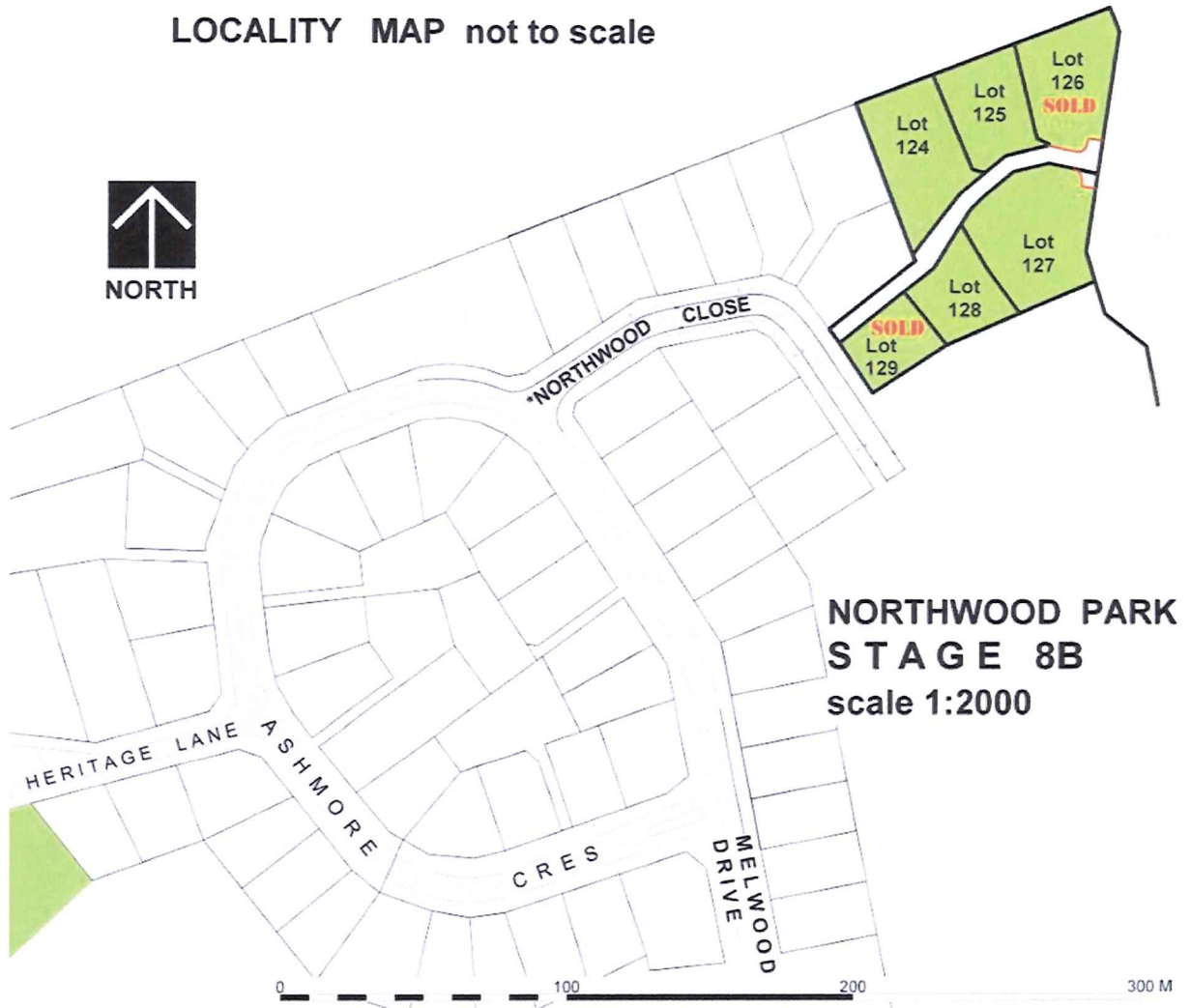


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LOCALITY MAP not to scale

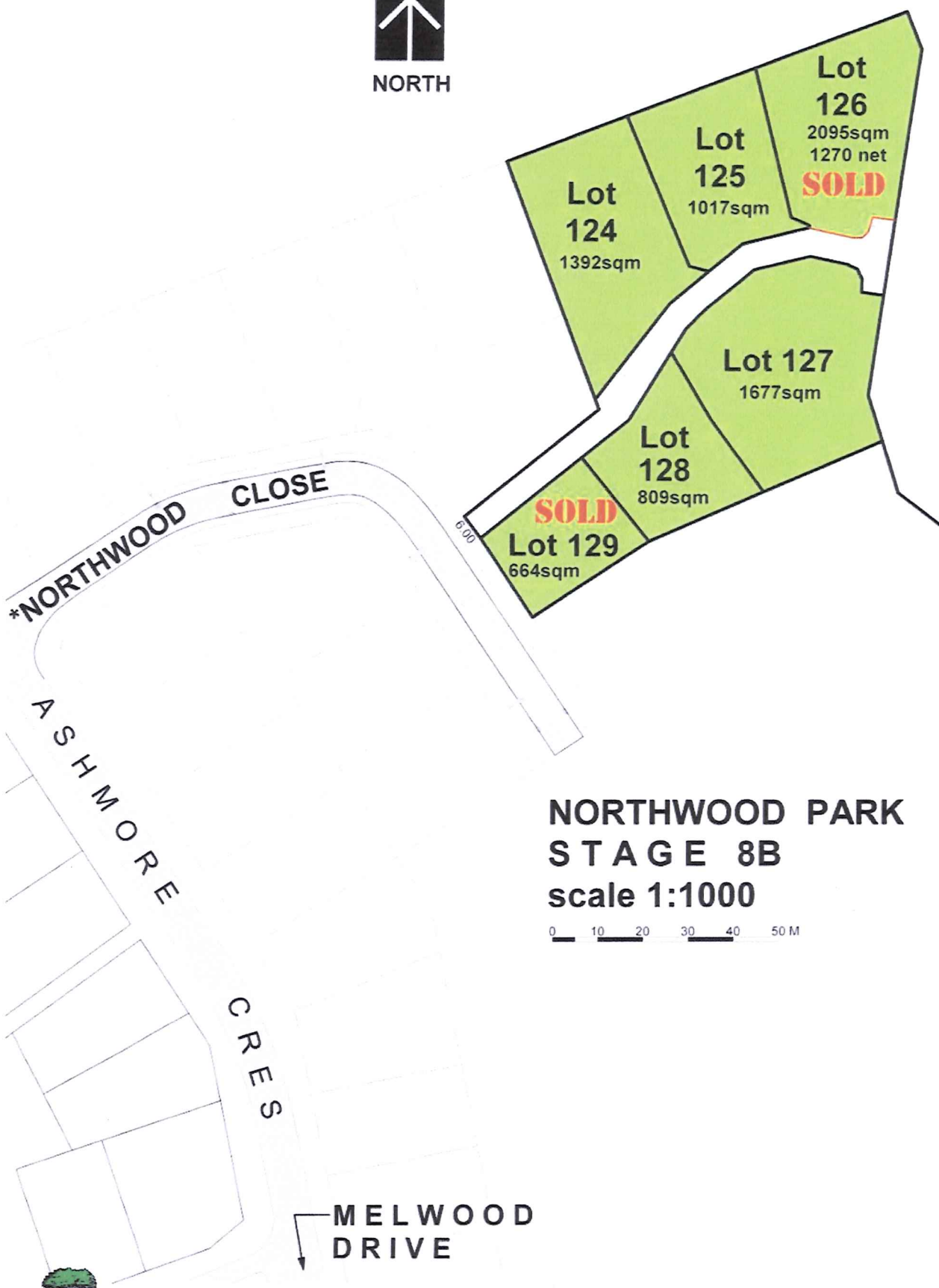


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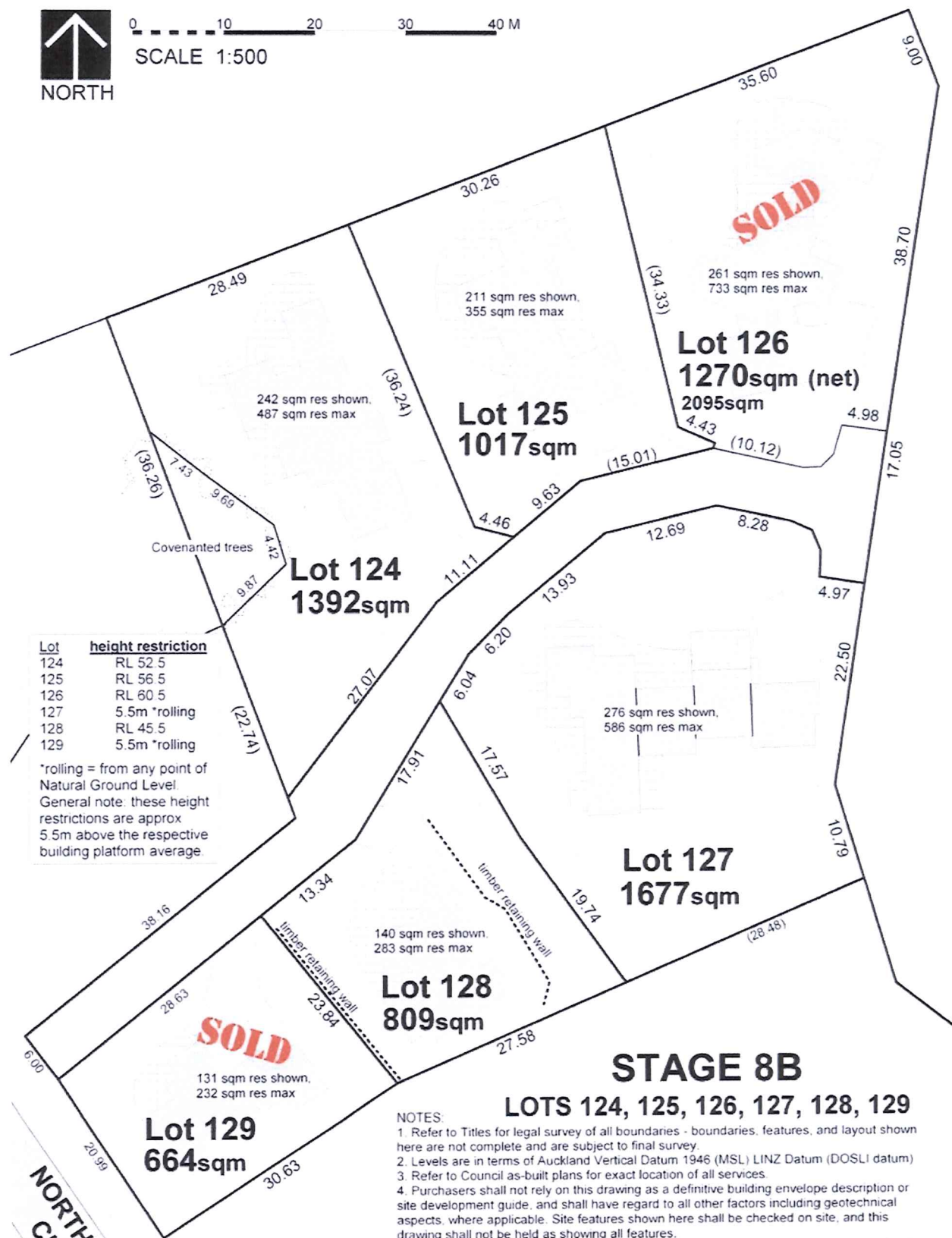
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SCALE 1:500

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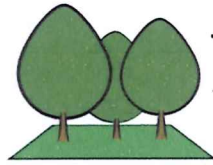


NORTHWOOD
CLOSE



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NORTHWOOD
DEVELOPMENTS LIMITED

Building Restrictions and Covenants Schedule

Northwood Park Estate, Warkworth Stage 8B

(Lots –124 to 129)

The Vendor intends to continue to establish Northwood Park Estate as a modern and well-designed subdivision. To achieve this, they have placed covenants on the sections so as to exercise supervision and control over the nature and type of construction that will be permitted in the subdivision, and to ensure a pleasant neighbourhood environment in which to reside.

To consider new section owners and residing residents in the subdivision, and to keep the environment to a minimum of disruption during building construction, the following housekeeping covenants (3.13, 3.14, 3.15 and 3.16) have been incorporated into the covenants and the vendor and the neighborhood would appreciate that they are respected.

The Purchaser acknowledges that upon issue of the title to the land being purchased by the Purchaser, the title will be subject to the restrictive covenants in favour of the Vendor set out below and the further restrictions, that if the Purchaser or any subsequent Purchaser shall subdivide the section herein bought and sold into separate freehold allotments, the Purchaser or subsequent owner shall ensure that all lots issuing from such further subdivision are the subject of a building scheme applicable to and for the benefit of the Vendor and the Purchaser or the subsequent owner of all the lots issuing from such subdivision and that the following restrictive covenants shall apply, and be registered against the title to the land being purchased by the Purchaser and such lots:-

The Purchaser and all subsequent registered proprietors of the land which the Purchaser is purchasing shall, unless it has first been authorised so to do in writing by the Vendor, abide by the following covenants:



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1.0 GENERAL

1.1 Relocatable Dwellings

There shall not be any previously lived in or pre-built dwelling to be transported onto the land. All dwellings must be newly constructed on site.

1.2 Franchise Design or Build

The Grantee will not allow to be erected on the property without the consent of Northwood Developments Limited having been obtained a house which is of a Franchise Design or built by a Franchise Company. The intent is that the houses to be built in this subdivision are to be of individual design to a high and modern standard, and the consent of Northwood Developments Limited will be at their absolute discretion. If such discretion is used, there shall be no signage on the property advertising the Franchise Company during the construction and thereafter.

1.3 Rental Investment Housing

The Grantee will not allow the dwelling erected on the land to be used as a rental property. In the event that the Grantee shall be absent from the house, then the maximum period that the house may be rented in any one continuous period shall not exceed 9 months. For any period in excess thereof, the consent of Northwood Developments Limited in writing must first be obtained.

1.4 House Sale Notification

The Grantee to advise Northwood Developments Limited in writing of any sale, whether before, during or after completion of construction and landscaping. This is to enable Northwood Developments Limited to consult with the Grantee if the Grantor wishes.

2.0 USE OF PROPERTY

2.1 Completion Period

The Grantee shall not permit the land to be occupied or used as a residence unless the exterior construction of the dwelling is complete and the driveway formed to its finished state with permanent surfacing. The Grantee shall not permit any dwelling house on the section to be occupied for more than 6 calendar months unless all paths and fences are completed and all unpaved areas are properly grassed and landscaped.

2.2 Commercial Use or Signage

The Grantee will not use or permit the section to be used for any trading or commercial purposes or any other use other than those permitted by the District Plan of the local authority; no business signs shall be permitted except that during any period of construction of the dwelling, once earthworks have been commenced, a maximum of two signs, not exceeding 600mm x 500mm (2nd sign being a safety construction sign) if required, may be erected but all signage to be removed once the work has been completed or the dwelling occupied, whichever is the earlier. All permitted signs shall be located within the legal boundaries of the property (including For Sale signs).

2.3 H.T. Vehicles



The Grantee, together with any other occupant of the house, shall not bring or invite any heavy vehicle into the subdivision unless such heavy vehicle is necessary for the delivery of their goods. Parking shall be restricted to the time taken to deliver the goods and there shall be no overnight parking of heavy commercial vehicles in the subdivision whatsoever.

2.4 Relocatable Builder's / Garden Sheds

The Grantee shall not erect or permit or suffer to be erected or placed upon the section any caravan, motor home, hut or shed for any kind of permanent or temporary use except for relocatable builder's sheds but only during the course of construction of a dwelling house, provided that the Grantee may erect one garden shed having a maximum floor area of 6 square metres and maximum height of 2 metres (being screened from the road and a minimum of 1 metre from any boundary).

2.5 Boats / Caravans / Motorhomes

The Grantee shall not permit or suffer to be placed upon the section any boat larger than a "runabout" or "small trailer-sailer" on a currently registered trailer capable of being towed behind a normal family car. Any boat, trailer, caravan or motor home or such like, located on site are to be located at rear of section (not visible from road) or relocated off site.

2.6 Animals

No breeding of animals allowed. No property shall have more than one dog. The owning of a dog shall be conditional upon the rear of the section being suitably fenced so as to contain the dog therein at all times. Dogs must be on a leash and accompanied by and be under the direct control of a responsible person when not contained in the rear of the section. All dog defecation shall be collected immediately by the person responsible for the dog and disposed of responsibly. Dogs creating a noise nuisance shall be removed permanently from the property.

2.7 Noxious Weeds / Rubbish

The Grantee will not allow any noxious weeds or rubbish to accumulate on the property or the grass on the section and including berm to grow to a height greater than 150mm and if the Grantee defaults in so doing, the Grantor may take whatever action it considers necessary at the expense of the Grantee and if the Grantee fails to pay the Grantor upon demand for all costs so incurred the Grantor may recover the cost thereof from the Grantee as liquidated damages in any Court of competent jurisdiction.

2.8 Burning of Rubbish

The Grantee shall not burn any rubbish before, during or after construction on the property, in conjunction with the Auckland Council by-law.

2.9 Trees

The Grantee shall not trim, cut down or otherwise interfere with any trees planted on the street berms, islands or park areas, without the prior written consent of Northwood Developments Limited and Auckland Council. (No mulching / grass clippings to be placed around berm trees.)

2.10 Safety fencing specific to Lots 124, 125 and 126



The Grantee shall not allow to grow or be planted or placed, near, on or through the safety fences erected on top of the retaining walls between Lots 124 and 125 and between Lots 125 and 126 any vines, creepers or the like.

2.11 Parking

The Grantee and the Grantees visitors shall not park vehicles on the berm or footpath at any time. Vehicles shall be parked legally on the road. 'Vehicle' includes all forms of transport, motored or towed.

3.0 BUILDING DEVELOPMENT

3.1 Time Period To Start Construction

In consideration of settlement the Grantee covenants to commence the building of a dwelling house within 20 months of the possession date and to complete construction thereof and completion of general landscaping and lawns within the period within 12 months from the commencement of the works. The Grantee further covenants with the Grantor that if the Grantee shall transfer, assign or otherwise dispose of the Grantee's interest in the land then the Grantee shall make such transfer, assignment or disposition subject to the provisions of this clause and shall procure from the Grantee or assignee a Deed of Covenant in favour of the Grantor whereby such Grantee or assignee undertakes to fulfill (within the aforesaid period) the Grantee's obligations under this clause. Should the Grantee, or its assignee (herein called "the Grantee"), fail to commence building within the aforesaid period of 20 months, then Northwood Developments Limited shall have the option to repurchase the land at the original sale price (all costs and disbursements to be borne by the Grantee), such option to expire three years from the expiration of the said period of 20 months.

The Grantee shall not allow the duration of any building construction work to extend beyond the period of 12 months, from the date of commencement of such works.



3.2 Final plans

Final completed building plans are required for approval by Northwood Developments Limited within 12 months of the issue of Certificate of Title for the section, or date of purchase, whichever is the latter.

3.3 Preliminary Plans

The Grantee will erect a dwelling, which meets AT LEAST the average standard of the existing homes in the preceding Stage. The Grantor recommends that any Grantee submit preliminary design/plans to the Grantor for assessment in regard to this covenant in order to avoid incurring unnecessary costs and delays in the development of their plans. Northwood Developments Limited has discretion to give approval / refusal to the quality of design and construction of the dwelling. Any requests for discretion in relation to the Covenants shall be made to Northwood Developments at this preliminary plan stage.

3.4 House Size

The Grantee will not erect a dwelling with a floor area of less than 150 square metres (excluding garages, terraces or any other roofed areas) as measured to the outer line of the exterior wall frame (ie excluding cladding) and centerline of common walls with internal garaging. In Stage 8B Lots 128 and 129 may have a minimum dwelling floor area of not less than 130sqm.

3.5 Garage / Carport

All garaging must be part of the dwelling and in keeping with house design. No separate garage or carport constructions are to be erected.

3.6 Supply Building Plans

PRIOR TO THE GRANTEE MAKING APPLICATION TO THE RODNEY DISTRICT COUNCIL FOR A BUILDING CONSENT, full sets of plans for Council approval plus one extra copy must be submitted for approval to Northwood Developments Limited (this copy being retained by Northwood Developments Limited for covenant inspection purposes), such approval (unless otherwise specified) shall not be unreasonably or arbitrarily withheld where all other conditions of these covenants are complied with. Northwood Developments Limited Stamped Approved Plans will be returned within 10 working days from the date that the Grantor receives full plans (provided all necessary information is provided at that time). Northwood Developments Limited has the right to allow neighbouring Grantees perusal of the final approved site and elevation plans.

3.7 Height of Dwellings

The Grantee covenants not to build any dwelling or structures other than one-storey dwellings, (split level acceptable) which exceed the height restrictions shown in the sales information relevant to the respective Lot. Split level dwellings shall have a maximum 1.2m step per split, with a maximum of 2.2m total.

3.8 Front Boundary Building Distance

No part of the dwelling (including soffits) shall be positioned less than 5.5 metres from the road boundary or front boundary of the property; excluding right of way properties.

3.9 Perimeter Foundation / Concrete Floor

No dwellings and garages inclusive shall be built unless the outside perimeter foundations are constructed of steel reinforced concrete poured footing (located a minimum of 450mm below cleared ground level), with a block base or solid poured concrete construction up to floor level, and a poured concrete floor. (Refer also 4.1).



The Grantee shall take professional design advice regarding foundation design for their respective Lot and building proposal.

3.10 Exterior Cladding / Materials / Workmanship

The exterior cladding of a dwelling shall be constructed in high quality materials and shall be installed by a qualified Tradesperson/licensed applicator for the particular construction material/system. Concrete block bases, up to floor level, shall be painted or textured.

Any product of high quality may be permitted to be used at the sole discretion of Northwood Developments Limited. The Grantee shall seek the written approval of Northwood Developments Limited prior to commencement of construction. (Northwood Developments Limited may arbitrarily withhold their permission in this regard.) (Refer 3.3 and 3.6)

3.11 Roofing / Exterior Colours

All exterior colours shall be from what is generally accepted as a natural range and tone. The Grantee shall not use metal roofing for construction unless it has a factory applied colour coating. Colours for all exterior surfaces (or the range being considered) shall be provided to Northwood Developments for approval prior to the installation of the exterior surface or application of colour to the surface.

3.12 Commencement of Construction Notification

The Grantee shall not commence any construction before the Grantor has been given five (5) working days written notice for the erection of protective barriers on berms and boundaries.

No materials or buildings to be stored on site more than one week before construction commences.

3.13 Construction Zone Areas

During construction, the Grantee and their contractors shall not make any use of the adjoining sections (whether occupied or not), any berms (except at designated crossings), or footpaths, for construction work, unless by prior arrangement with Northwood Developments Limited. Northwood Developments Limited has the right to install temporary fencing around berms and any section boundaries.

3.14 Rubbish Collection

The Grantee shall ensure that a rubbish jumbo bin / skip is situated on site (within the boundary of the property) before the completion of the concrete slab flooring and shall remain on site until construction of dwelling is completed, for the collection of all rubbish. No burning of rubbish on site during construction is permitted. (Refer 2.8)

3.15 Water Connection

Before the commencement of construction, the Grantee shall locate a connection for water use by contractors at least three metres within the property, if the Grantee fails to do so, Northwood Developments Limited has the right to contract this responsibility to their choice of contractors and be compensated by the Grantee.

3.16 Driveway Crossing Installation

Where there is no existing driveway / footpath crossing, the crossing shall be installed by the Grantor at the Grantor's expense. No construction or excavation work shall commence until at least two weeks after the footpath crossing has been installed. Once Building Consent Application plans have been supplied, no variation of crossing position will be allowed after that time.



4.0 GROUND AND LANDSCAPE DEVELOPMENT

4.1 Altering Natural Ground Level

The Grantee shall not alter the natural ground level within 2 metres from road boundary. The natural ground level shall not be altered within 500mm on other boundaries without installing retaining walls which are to be fully field drained below natural ground level, or retaining level, to prevent seepage and to be erected and drained within the Grantee's property. Drainage of retaining structures shall be connected to the stormwater reticulation system via silt trap. When a dwelling is to be located two metres or closer to a boundary, any excavation/s or filling will require retaining as per the covenants and building consents for dwellings, all to meet Council's requirements.

4.2 Driveway / Footpath Construction

The Grantee shall not construct any driveway or vehicle access on the property other than to a minimum standard of in situ concrete. Such surfacing shall be carried out in a proper and tradesman like manner. The width of the crossing outside the boundary shall be a maximum of 4.2 metres wide unless prior written consent to any greater width has been obtained from Northwood Developments Limited. The Grantee shall not install any path/driveway textures beyond the grass berm (i.e. across concrete footpaths) without written permission from Northwood Developments Limited. Flow direction of storm water discharge and collection of driveway and other hard landscaping surfaces are to be shown on submitted building plans. (Refer 3.6)

4.3 Storm Water Discharge

All storm water and seepage water must be directed to the storm water reticulation system via a silt trap located on the property. This includes all driveway and hard landscaping surfaces and lawned area runoffs. The Grantee shall not discharge any stormwater through the footpath area into the road kerb.

4.4 Keeping Within Boundary of Property

The Grantee shall not install any letterboxes, shrubs, gardens or other structures outside the legal boundaries of the property without the prior written consent of the Grantor.

The Grantee shall not plant any trees and hedges within 500mm of all boundaries or gardens within 500mm of the front boundary. All planting shall be maintained to 2m high maximum plus 45 degree recession plane to ensure the reasonable admission of daylight into adjoining properties.

4.5 Fencing

All fencing must be built inside the Grantee's boundary unless the adjoining property owner has given prior written consent to the fence being centred on the respective common boundary. All site development costs including fences are the cost of the Grantee.

4.6 No Front boundary fencing or hedging will be permitted.

Front boundary fencing is defined as any fencing between the road elevation of the house and the road boundary. No side boundary fencing or hedging will be permitted into the road yard past the respective external corner of the house closest to the road boundary.



All other fencing to the side and rear boundaries shall have a maximum height of 1.8 metres above natural ground level at any point. Fencing to exclude profiled or flat metal, wire and post and to conform to the standard of the subdivision.

5.0 DISCRETION

5.1 Minor Variations

Notwithstanding the covenants in clauses 1 to 4 inclusive hereof, to further enhance the development of the subdivision, Northwood Developments Limited or any party standing in the stead of Northwood Developments Limited may, at its absolute discretion, allow minor variations to the above covenants if, in the view of Northwood Developments Limited or that developer, such variations do not detract from the overall development.

6.0 COVENANT CONDITIONS

6.1 If breached

If there should be a breach or non-observance of any of the foregoing covenants, which are not remedied when required within a reasonable period, and without prejudice to any other right of the Grantor and to any other liability which the Grantee may have to any person having the benefit of the covenants herein contained the Grantee will, on demand by the Grantor or any of the registered proprietors of any lots on the plan of subdivision of which the land forms part, pay to the person making such demand as liquidated damages the sum of FIVE THOUSAND DOLLARS (\$5,000.00) or a sum equal to one-quarter of the cost of rectifying the non-observance of the foregoing covenants or any of them whichever is the greater plus a sum of \$500 per week or part thereof that the breach remains unremedied plus all costs of enforcement AND will remove or cause to be removed from the land any buildings used erected in breach for the foregoing restrictive covenants and any and non-observance thereof AND replace any building material used or permitted to be used in breach or non-observance of the foregoing restrictive covenants PROVIDED HOWEVER that the Grantor shall neither be required nor liable to enforce nor be answerable to the Grantee for the breach of any covenants binding any of the lots on the plan of subdivision and the Grantor shall have in their absolute discretion the right to impose additional restrictions and stipulations in any restrictive covenant inserted in the Transfer in respect of any of the other lots referred to in the said plan of subdivision.

