

Annexure Schedule

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

Transfer

Dated

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Certificate of Title No" (All)

196246
196247
196248
196249
196250
196251

Continuation of "Estate or Interest or Easement to be created"

1. Fencing Covenant

The Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor.

2. Land Covenants

Whereas the Transferor and Transferee are desirous of creating land covenants as set out in Schedule A ("the land covenants") in respect of the land herein to which each respective Certificate of Title herein transferred ("the servient lots") shall be subject to for the benefit of all the other land set out in Schedule B ("the dominant lots") to the intent that:

- (a) The land covenants shall bind only the owner and the occupier for the time being of the lot which is subject to or intended to be subject to the land covenants;
- (b) Without derogating from these provisions, no covenant to enforce or impose the land covenants in respect of any lot shall be implied against the Transferor and any such enforcement or application shall be carried out entirely at the Transferor's discretion;
- (c) The Transferee will at all times hereafter save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of any breaches by the Transferee of any of the land covenants and restrictions contained herein on the Transferee's part contained or implied;
- (d) Each of the servient lots shall be bound by the land covenants and the owners and occupiers for the time being of each of the other dominant lots may enforce the observance of the land covenants against the owners for the time being of any one or more of the servient lots;

And as incidental to the Transfer of the Fee Simple so as to bind each of the servient lots for the benefit of each of the other dominant lots the Transferee does hereby covenant and agree with the Transferor in the manner set out in Schedule A so that the land covenants run with the servient lots for the benefit of the respective dominant lots.

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[Handwritten signatures and initials]

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SCHEDULE A

1. Not, without the consent of the Transferor, to erect or permit to be erected any building other than a new residential home and ancillary buildings; nor to permit or allow the removal onto the property of any pre-built transportable or re-locatable house or existing house which has previously been lived in. No building works or improvements (including siteworks) shall commence until the Transferor or the appointee of the Transferor has provided written approval to the plans, specifications and site plans of the proposed works. The Transferor shall have absolute discretion to withhold such approval should the Transferor consider that such proposed works do not conform to the standard desirable for development of the subdivision.
2. Not to erect or permit to be erected a dwelling house of a floor area less than 160 square metres (the floor area measurement to be exclusive of garage, carports, decking, breezeways, roof overhang and other accessory buildings).
3. To construct any dwelling with a minimum of 60% of the non-glazed exterior cladding of the dwelling consisting of any of the following materials: kiln-fired or concrete brick, stucco textured finish, stone or timber, pre-finished metal or vinyl weatherboard construction or any other new exterior cladding material for which the Transferee has first obtained the Transferor's consent in writing. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material. Where a residence has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be underlaid or sheath-lined out in permanent materials in conformity with the main parts of the residence.
4. Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.
5. To construct a minimum of one garage, carport or other out building constructed in those materials prescribed by these covenants and of a design as to be architecturally integrated with the main dwelling.
6. Not to permit or suffer the erection of any temporary building or structure upon the land except as maybe used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
7. Not at any time other than in relation to the erection of the dwelling and associated buildings to bring on to or allow to remain on the land or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers shall be regularly located on the street or Lot 7 DP 347807 (the access) nor in front of the building line of the dwelling of the land.
8. Not to permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding two months and will complete construction of any such building within six months of commencement of work and shall within three months thereafter construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or tarsealling and have established a lawn.
9. Not to permit or suffer the use of the land other than for residential purposes nor to erect or permit to be erected any more than one single family dwelling house on the land nor subdivide the land further.

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[Signature]

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10. Not to permit or suffer the said land to be occupied or used as a residence unless the building on the property has been substantially completed in accordance with the terms of these covenants and the buildings meet the requirements of the appropriate local authority.
11. Not to carry out landscaping on the road frontage of the Council owned land except in accordance with the general overall landscaping plan prepared by the Transferor or, with prior written approval of the Transferor.
12. To keep and maintain in a neat and tidy condition and prevent from becoming unsightly, the section and the Council owned road frontage of the section.
13. Not to erect or allow to be erected any fence constructed of corrugated or long run iron or post and wire or from used materials. All fences and retaining structures are to comply with local authority requirements however, no fence shall exceed 1.8 metres in height above the finished ground level of the property unless prior approval of the Transferor is sought.
14. To pay for construction and maintenance of any fence constructed on the boundary of any adjoining Council owned land and not to seek contribution from the Council or the Transferor for such construction or maintenance cost.
15. To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, curbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's agents or invitees.
16. Not to stockpile or store earth, sand, pumice or other materials on the lot unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the lot.
17. Not to display any advertisement, sign or hoarding of a commercial nature on any part of the land or building.
18. Not to bring on to raise, breed or keep any animals or livestock on the land or buildings except to keep a maximum of two animals limited to dogs and cats unless prior written approval is given by the Transferor. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision at will.
19. Not to construct any clothesline or letter box except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street and siting any letterbox adjacent to but not in the road reserve. Such design, location and siting to be at the discretion of the Transferor.
20. To enhance the quality and appearance of attachments to the building (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments to be discreetly integrated with the dwelling so they are not highly visible from the street, thoroughfare or adjacent properties.
21. The registered proprietors of the land in Certificates of Title 196246 to 196251 (both inclusive) acknowledge that a building height restriction applies to each of these lots.

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22. Where the Transferor or the Transferor's agent or any other party to these covenants is required to expend money to make good any damage or loss caused by a breach of these covenants by the Transferee (or the guests, servants, employees, agents, invitees, tenants or licensees of the Transferee) the Transferor or its agent shall be entitled to recover the amounts they expended as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including the professional and legal costs calculated on a solicitor/client basis.
23. Should the Transferee be in breach of these covenants, they may be served with written notice by the Transferor or any other party to these covenants requiring them to remedy the breach of the covenants within seven days of receipt of the notice in writing and upon the expiry of seven days a penalty sum of \$50.00 per day shall be payable to the Transferor by the Transferee until such time as the breach is remedied and the Transferor or other party serving the notice will in addition be entitled to recover all costs incurred including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.
24. The Transferee agrees that it will at all times save harmless and keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of any breaches by the Transferee or any of the covenants and restrictions contained or implied herein.

SCHEDULE B

Certificates of Title

196246
196247
196248
196249
196250
196251
196252

To: Land Information New Zealand

Please note the benefit of the land covenants created herein
on the title to the dominant tenement being CT 196252

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