

Instrument No. 11363965.10  
 Status Registered  
 Date & Time Lodged 09 Apr 2019 12:42  
 Lodged By Christie, Shona Kay  
 Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
871957	Hawkes Bay
871958	Hawkes Bay
871959	Hawkes Bay
871960	Hawkes Bay
871961	Hawkes Bay
871962	Hawkes Bay
871963	Hawkes Bay
871964	Hawkes Bay
871965	Hawkes Bay
871966	Hawkes Bay
871967	Hawkes Bay
871968	Hawkes Bay
871969	Hawkes Bay
871970	Hawkes Bay
871971	Hawkes Bay
871972	Hawkes Bay
871973	Hawkes Bay
871974	Hawkes Bay
871975	Hawkes Bay
871976	Hawkes Bay
871977	Hawkes Bay
871978	Hawkes Bay
871979	Hawkes Bay
871980	Hawkes Bay
871981	Hawkes Bay
871982	Hawkes Bay
871983	Hawkes Bay

**Annexure Schedule:** Contains 15 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
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied 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 the prescribed period

### Signature

Signed by Stuart McLauchlan as Covenantor Representative on 11/04/2019 03:04 PM

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**Covenantee Certifications**

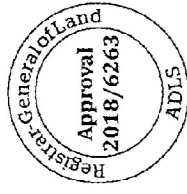
- I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- 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 Stuart McLauchlan as Covenantee Representative on 11/04/2019 03:04 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



*Surname(s) must be underlined or in CAPITALS.*

**Covenantor**

**GREENSTONE LAND DEVELOPMENTS LIMITED**

**Covenantee**

**GREENSTONE LAND DEVELOPMENTS LIMITED**

*Surname(s) must be underlined 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**

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Land Covenants</b>	Restrictive Covenants set out in the attached Annexure Schedule	Lots 8 to 28 Lots 30 and 31 Lots 36 to 39 DP 529692 RT's 871957 to 871977 RT's 871978 and 871979 RT's 871980 to 871983 DP 529692	Lots 8 to 28 Lots 30 and 31 Lots 36 to 39 DP 529692 RT's 871957 to 871977 RT's 871978 and 871979 RT's 871980 to 871983 DP 529692

*Continue in additional Annexure Schedule, if required*

**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 269 of the Land Transfer Act 2017.]

[Annexure Schedule attached \_\_\_\_\_].

## Annexure Schedule

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## Land Covenants

### 1. Definitions and Interpretation

1.1 In this instrument:

"Building Line" means a line parallel to a right of way and/or road frontage boundary at a width of 1.5 metres from such right of way and/or road frontage.

"Grantee" means Greenstone Land Developments Limited.

"Grantor" means Greenstone Land Developments Limited.

"Instrument" means this Covenant Instrument to Note Land Covenant creating the land covenants.

"Land" means all the land contained in record of title 851874.

"Local Authority" means the Hastings District Council or any successor.

"Lot" means each of the lots described in Schedule A as the Burdened Land and the Benefited Land.

"Plan" means Deposited Plan No 529692 (Hawke's Bay Registry).

"Side Boundary" means all Lot boundaries not fronting a road, right of way or access lot.

"Single Storey Residential House" means a residential dwelling (and all accessory buildings) restricted to and consisting of a single storey building(s) of no more than 6.1 metres above the ground level of the Lot at its highest point immediately prior to commencement of preparation for Works.

"Subdivision" means the subdivision and development to be undertaken by the Grantee on the Land (or any successor title) and pursuant to Resource Management Consent RMA20180138 or any variation or new resource consent for further stages of the development.

"Works" means the undertaking of any work in relation to any dwelling, ancillary buildings and structures (including the erection and any alteration), all fencing (boundary and internal) and any site works or earthworks (including landscaping) of any nature whatsoever.

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- Interpretation**
- 1.2 a. In this instrument words and expressions denoting the singular will include the plural.
  - b. The Grantor and the Grantee includes the successors, executors, administrators and permitted assigns (as the case may be) of the Grantor and the Grantee.
- Introduction**
- 2.1 The Grantee is the registered proprietor of the Land.
  - 2.2 The Grantee is intending to develop the Land into residential sections in a number of stages. This stage 1B & 2 of the development is a subdivision in accordance with the Resource Consent for the creation of residential sections, a road to vest to the Local Authority and a balance lot.
  - 2.3 It is the Grantor's and Grantee's intention that the Lots will be subject to a general scheme applicable to and for the benefit of each of the Lots, to the intent that a high standard subdivision will be enjoyed by the registered proprietors of the Lots, and that the owner/occupier for the time being of each of the Lots will be bound by the covenants set out in this instrument as far as they affect each Lot, and that the owner/occupier for the time being of any Lot will be able to enforce the observance of such covenants by the owners or occupiers for the time being of any of the other Lots and the Grantor and Grantee will ensure each of the servient Lots are subject to like covenants.
- Operative Clause**
- 3.1 The Grantor for itself so as to bind each of the Lots, covenants and agrees with the Grantee for the benefit of each of the Lots and each registered proprietor of the Lots from time to time that the Grantor will always observe and perform all of the covenants set out in this instrument to the end that each of the covenants will forever enure for the benefit of the Lots.
  - 3.2 For the purposes of clause 4 (Design & Consent) the Grantee appoints and authorises Greenstone Land Developments Limited ("GLDL") or any successor to GLDL to be its agent for the purposes of consultation, examination and consideration for approval the matters specified in clause 4 for the fee referred to in clause 4. The Grantee at its sole discretion may appoint a successor to GLDL. For the purposes of this clause "Grantee" means GLDL.
  - 3.3 The Grantee appoints and authorises GLDL or any successor to GLDL to be its agent for granting any consents or approvals, enforcing compliance with these covenants and receiving any consequent payments (including by way of interest or penalty), requiring remedy of any breach of these covenants or waiving any requirements contained in these

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covenants. In consideration of GLDL accepting the agency it shall be entitled to retain any consequent payments specified in these covenants (including by way of interest or penalty). The Grantee at its sole discretion may appoint a successor to GLDL or assume GLDL's responsibilities under this clause 3.3 for itself. For the purposes of this clause "Grantee" means GLDL. If GLDL ceases to exist and has not appointed a successor or is unable or unwilling to act in the matters contemplated by this clause then those rights shall fall to the owners from time to time of the dominant tenements.

3.4 In the event of the Grantee being unable or unwilling to complete the consultation, examination and consideration for approval of the matters specified in clause 4, the Grantor may submit its plans to the relevant local territorial authority or any other body having jurisdiction as part of an application for a building consent. The approval of the Grantor's plans will then be deemed to be the issue of the building consent by the relevant body for construction of the relevant Works in accordance with the plans and otherwise in compliance with these covenants.

#### 4. Building Covenants

##### 4.1 Design and Consent

The Grantor will not undertake any Works without first obtaining from the Local Authority all necessary consents and permits for such work.

4.2 The Grantor when undertaking any Works will:

- a. comply with any applicable consents, permits, Local Authority requirements, conditions of the Subdivision resource consent or any variation and any consent notice registered on the title to the Lot pursuant to section 221 of the Resource Management Act 1991;
  - b. comply with good industry building and engineering standards and with the covenants contained in this instrument.
- 4.3 The Grantor must provide concept plans to and consult with the Grantee before commissioning any final plans or specifications for any Works to be undertaken on the Lot or any part thereof and not commence to do, erect or place or permit to be done, erected or placed on the Lot or any part thereof any Works without first obtaining the Grantee's approval (such approval not to be unreasonably withheld or delayed):

- a. to the final plans and/or specifications for the Works and, if in respect to any building, to be prepared by a registered architect or member of Architectural Designers New Zealand (Inc) or the Design Association of New Zealand who must be suitably experienced in the design of the proposed works provided that within the land no two or more residential dwellings will be of the same or significantly similar design (in the reasonable opinion of the Grantee) for which the Grantee will

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be entitled, at its sole discretion, to withhold its approval required in accordance with this clause;

- b. to the materials, finishes and exterior colours to be used in the construction of the Works.

The Grantor will pay a \$400.00 (including GST) fee for the Grantee's approval of plans and specifications for the Works and a further fee of \$75.00 (including GST) for any subsequent variation to or further submissions in respect of such plans or specifications.

- 4.4 The Grantor acknowledges that approval by the Grantee of the plans and specifications under clause 4.3 does not imply any warranty by the Grantee that:
- a. the proposed residential dwelling may utilise existing services;
  - b. the proposed residential dwelling will comply with Local Authority requirements;
  - c. the proposed siting of the residential dwelling is not affected by the location of existing services;
  - d. the proposed siting of the residential dwelling complies with the Local Authority's bulk and location requirements;
  - e. the location of the egress on the plans and specifications as in accordance with the Local Authority's requirements as to public roads.

- 4.5 The Grantor must not allow or permit any deviation from the plans and specifications approved under clause 4.3 without prior written consent of the Grantee.

- 4.6 The Grantor will not erect or permit to remain on the Lot any building other than a new Single Storey Residential House designed for and occupied exclusively as one household unit for residential purposes only with the residential dwelling having a floor area of not less than 155m<sup>2</sup> (including garaging) but excluding accessory buildings, carport, decking, cloisters or roof overhang, provided however:

- a. The minimum average cost per square metre (materials and construction) for the residential dwelling, garaging and decking will not be less than \$2,000.00 including GST, provided that this rate will be adjusted over time by reference to the increase in the Consumer Price Index from the date of this instrument and the date that the plans are submitted for approval.
- b. The Grantor may subject to this clause 4.6 also erect garage(s) and other accessory buildings or structures ancillary to the residential dwelling provided that they are designed to be in keeping with the residential dwelling.
- c. No dwelling, accessory building or other structure shall be built between the Building Line and any road or right of way.
- d. Notwithstanding clause 4.6.c, Lots 8 and 9 shall have further restrictions:

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- i. Within 0.5m from the boundary of Arataki Road or Grooby Place (the "Boundary") no fencing or vegetation (other than grass or small shrubs less than 1 metre in height) shall be erected or planted;  
ii. Within 0.5-1.5m from the Boundary no fencing or vegetation greater than 1.8m in height shall be permitted.
- e. Notwithstanding clause 4.6.c, Lots 23,24,25,26,27,28,37 & 38 shall have the following restrictions:  
i. Within 0.5m from the boundary of a right of way (the "Right or Way Boundary") no fencing or vegetation (other than grass or small shrubs less than 0.25m in height) shall be erected or planted;  
ii. Within 0.5-1.0m from the Right of Way Boundary no fencing or vegetation greater than 1.8m in height shall be permitted.
- f. Notwithstanding clause 4.6.c, Lot 36 shall have the following restrictions:  
i. Within 0.5m from the northern road boundary of Grooby Place (the "Road Boundary") no fencing or vegetation (other than grass or small shrubs less than 0.25m in height) shall be erected or planted;  
ii. Within 0.5-1.0m from the Road Boundary no fencing or vegetation greater than 1.8m in height shall be permitted.
- 4.7 A Single Storey Residential Dwelling to be constructed on any Lot:
- a. Will not have less than 75% of the exterior cladding consisting of any of the following materials:  
i. Kiln fired brick;  
ii. Solid plaster or a textured plaster finish;  
iii. Block stone or natural timber;  
iv. Pre-primed fibre cement weatherboards with a maximum finished width not more than 180mm; or  
v. Any other exterior cladding material for which the Grantor has first obtained the Grantee's consent in writing.
- b. Will not use any metal clad roof that has not been factory pre-painted.
- c. Will not have flat panel fibre cladding or metal cladding on more than 10% of the exterior wall cladding surface area.
- 4.8 The Grantor will not relocate onto the Lot any transportable building or structures whether new, used or recycled.
- 4.9 Builders sheds or such other buildings or structures that are required during the course of the construction and erection of any building may be placed on the Lot but must be removed on completion of construction or relocation.

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4.10 The Grantor will not use any second hand or recycled materials in the construction or exterior finish of any building without the prior written consent of the Grantee.

4.11 The Grantor must not:

- a. erect any flats or other dwelling units which may be subject to a cross lease or registration under the Unit Titles Act 1972;
- b. erect any secondary dwelling e.g. granny flat or sleepout.

4.12 The Grantor must construct a fully enclosed garage that is attached to the dwelling. The garage must be completed at the same time as the dwelling and be in the same of similar type of materials.

4.13 The Grantor will complete at its cost all service connections (including power supply and telecommunications) required in the Lot from the point of supply to any building. The connections will be laid underground.

4.14 All driveways, paths or hardstand parking areas are to be constructed of dust free permanent materials and placed where shown in accordance with the Grantor's accepted plans.

4.15 The Grantor will not erect any boundary fence of quality not less than that equal to a specimen type of fence 1-5 (inclusive) described in the Second Schedule to the Fencing Act 1978 provided that:

- a. Any Side Boundary fence shall not be greater than 1.8 metres in height or within the 1.5 metre building line then 1.0 metres in height.
- b. Subject to (a) above no fence shall be erected within the 1.5 metre building line unless the fence is architecturally designed but in any event such fence shall not be greater in height than 1.0 metre and constructed of similar materials to that of the exterior cladding of the residence shown at the time the purchaser obtains the Grantee's plan acceptance in terms of sub-clause (a).
- c. All fencing shall have a concrete footing on both sides of the fence that is within the ground and not above the existing natural ground level (as determined by reference to the original ground level on the neighbouring Lot adjacent to fencing) as defined by the as built contour data.
- d. Concrete footings above ground will not be accepted, particularly within the area between the Building Line and any road or right of way.
- e. If a fence is erected on top of a retaining wall then the height of that retaining wall shall be deemed to be included in the height of the fence for the purposes of the restrictions contained in these covenants.

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4.16 In respect of Lot 14 only as depicted on the Plan ("Lot 14"), the Grantor acknowledges that Lot 14 is subject to an easement in gross in favour of the Local Authority for the right to convey water, right to drain water and the right to drain sewage (the "Easements") over part of Lot 14 being the areas marked C & G on the Plan (the "Easement Land") and that Lot 14 is also subject to a consent notice pursuant to section 221 of the Resource Management Act 1991 imposed by the Local Authority in relation to the easement area (the "Consent Notice"). The Grantor acknowledges that Lot 14 is subject to certain restrictions contained in the Easements and Consent Notice including but not limited to the following matters which the Grantor must comply with and will be deemed to form part of the covenants granted by the Grantor:

- a. The Grantor shall only be able to use the Easement Land for the purpose of an access way/drive way in order to gain access to the balance of the Lot 14 and subject to the further sub-clauses the Grantor shall only have the right at its cost in all things:
  - i. to lay, construct and maintain either a concrete or sealed driveway and turning area within the Easement Land; and
  - ii. to construct, install and maintain a fence along the boundary of the Easement Land;
  - iii. to construct, install and maintain a fence across the Easement Land as long as there is a gap under the fence for the overland flow area;
  - iv. to lay, construct and maintain a grass lawn within the Easement Land provided that the Grantor must first obtain the prior written approval of the Stormwater Asset Manager of the Local Authority (or such other officer determined by the Local Authority) to the design and specifications of the works described above or any other works to be undertaken in the Easement Land.
- b. The Grantor, in exercising its rights with respect to the Easement Land (including the matters specified in clause 4.16.a above) shall ensure that the integrity and design of the Local Authority's overland flowpath contained within the Easement Land remains in accordance with the Local Authority's specifications and parameters and that water flows are not affected.
- c. The Grantor will, in exercising its rights with respect to the Easement Land will cause as little damage as reasonably possible to the Easement Land and will not cause any damage to the Local Authority's improvements located within the Easement Land.
- d. The Grantor, subject to clause clause 4.16.a above, will not erect or permit to be erected or located any other improvements or structures on the Easement Land.

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- e. The Grantor, shall in any application for a building consent relating to Lot 14 show the location of the overland flowpath on the site plan.
- f. The Grantor, shall in any application for the Grantee's approval of plans under clause 4.3 relating to Lot 14 show the location of the overland flowpath, buildings, fencing and driveway on the site plans.
- 4.17 All exterior lighting will be designed and erected in order to minimise light spill that affects the night sky and otherwise minimise any interference or a nuisance to the land owners of the other Lots.

**Construction Works Requirements**

4.18 Prior to commencing any Works on the Lot the Grantor will construct:

- a. An all weather crossing for the purpose of avoiding unsightly mud and rubbish being deposited onto any road. The access crossing will consist of not less than 200 millimetres thick river metal where it crosses the berms (if any) and will be not less than 3.5 metres wide and will be laid from the kerb of the road to the Building Site. Except where the access is not to be used as part of the driveway to the Lot the access crossing will, on completion of the construction of the Residential Dwelling on the Lot, be removed by the Grantor and the surface of the ground will be restored to its condition immediately prior to the laying of the access crossing.
- b. A mud free hardstand loading pad for a distance of 5 metres from the boundary of the Lot into the Lot and with a minimum width of 3.5 metres.

In constructing the access crossing and loading pad the Grantor will ensure that no damage is caused to any existing berms or footpaths.

- 4.19 During construction the Grantor (its employees, contractors) shall only occupy the Lot the Grantor owns and shall not use any adjoining Lot or land for storage, access, car parking, or earthworks. Prior to construction the Grantor (its employees, contractors) shall erect a temporary orange netting construction fence around the perimeter of the Lot as part of its health & safety plan for the construction.
- 4.20 When undertaking any Works or subsequent improvements on the Lot, the Grantor will ensure that all construction materials and where possible all vehicles involved in the Works are contained within the Lot and will use its best endeavours not to impede the enjoyment of any other owner within the Subdivision or the aesthetic quality of the Subdivision.
- 4.21 The Grantor must ensure:
- a. that no concrete truck servicing any construction activities on the Lot dumps concrete slurry on the Land;

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- b. that concrete slurry from exposed aggregate concrete is to be contained on the Lot and not allowed to enter the stormwater system,

The Grantor will be responsible for all costs of remediation required as a result of a breach of this covenant.

- 4.22 The Grantor must commence the construction of the residential dwelling within three years of the date of possession as specified in the agreement for sale and purchase between the Grantee and the first owner of the Lot and must complete the construction of the residential dwelling and any accessory buildings ( including the exterior and where appropriate paint or stain the exterior) within one year of commencement of laying down the foundations.

- 4.23 The Grantor shall ensure that all storm water run-off shall be properly channelled in accordance with Local Authority and engineering standards.

**4.24 Building Material Supply**

For the purposes of this covenant, the term "Grantee" means GLDL or a related company of GLDL or its successor or its nominee. The Grantor after obtaining the Grantee's consent pursuant to clause 4.3 will, prior to approaching any other supplier, provide the Grantee with the final plans and specifications for any Works to be undertaken on the Lot and grants to the Grantee the first option to provide a quote to the Grantor for the building materials and supplies for such Works and the Grantee will have ten working days to provide the Grantor with the quote. If the Grantor subsequently obtains a bona fide quote for the building materials and supplies for such Works from another supplier that it wishes to accept, then the Grantor must provide the Grantee a copy of the bona fide quote and the Grantee will have an option for ten working days to agree to supply the building materials and supplies at the same price as the competing quote.

**5. Landscape Covenants**

- 5.1 The Grantor will not:

- a. Plant *pinus radiata* or macrocarpa trees on the Lot.
- b. Permit trees to grow on the Lot to a height exceeding 8.5 metres above the highest point of the natural level of the respective Lot. However if such tree unreasonably obstructs the view of any other Lot within the Subdivision then at the request of the affected Lot the Grantor will trim the tree to a height of five metres.
- c. Grow a hedge line along any boundary of more than 1.8 metres in height above the ground level or grow a hedge line of more than 0.5 metres in height within the Building Line, road, right of way/access frontage area.

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d. Allow the road frontage of the Lot to become unity.

#### **Top Soil**

- 5.2 For the purposes of the covenants contained in clauses 5.3 to 5.6 the term "Grantee" means GLDL.
- 5.3 Background – during the construction of a dwelling on a lot, the creation of the building platform usually requires the excavation and then removal of anywhere between 40 to 100 m<sup>2</sup> of top soil from the site. The removal and disposal of the top soil is a cost to the Grantor. The Grantee may have need of top soil for its further development.
- 5.4 When the Grantor or its contractor intends to commence the excavation of the building platform on the Lot, the Grantor will immediately give notice to the Grantee. The Grantee will then have the option to take the top soil excavated from the building platform but must exercise this option in a reasonable timeframe by giving notice to the Grantor.
- 5.5 If the Grantee does exercise the option in clause 5.4 then the Grantor shall at its cost excavate the building platform in a manner so that the top soil excavated is clean top soil (being top soil which is reasonably free of other materials and debris including concrete, vegetation, wood, trees, roots etc. The Grantee will not have any obligation to take top soil that is not clean top soil.
- 5.6 Provided that the top soil is clean top soil, then the Grantor will arrange to transport the top soil to a location in the Subdivision specified by the Grantee. The top soil will otherwise be free of charge to the Grantee.
- 5.7 If the Grantee does exercise the option in clause 5.4, the Grantee if required by the Grantor, after the obligations of clause 5.6 are completed, will supply the Grantor with top soil if more top soil is required to complete the final landscaping of the Property.
- 5.8 The covenants contained in clauses 5.2 to 5.7 shall expire on the 30th January 2022.

#### **6. Maintenance Covenants**

- 6.1 The Grantor will be responsible for all costs of repairing any damage caused to the landscape, roading, kerbs or other parts of the Subdivision arising from its use of the Lot directly or indirectly including any damage caused by any visitor or invitee of the Grantor.
- 6.2 The Grantor shall pay the Grantee by automatic payment from the date of possession until commencement of construction of the residential dwelling (being a date accepted by the Grantee) the sum of \$20.00 per week (including GST) contribution for the mowing of the Grantor's section by servants, agents or contractors employed by the Grantee. This automatic payment will be set up at settlement and will continue until the plans are

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approved and building commenced. The parties acknowledge that this weekly payment has been calculated to average out lawn mowing of a Lot that will be required weekly during grass growth periods or fortnightly/monthly during winter months.

6.3 At all times from possession date, the Grantor will keep the Lot and adjacent road or access way frontage in a good tidy order and condition and free from any rubbish or debris, with the residential curtilage maintained and lawns mown. The Grantor will ensure that any trees planted by the Grantee on the any road or access way frontage are regularly watered by the Grantor. The Grantor will also keep any terrace banks on the lot maintained in a good tidy order and condition.

6.4 The Grantor:

- a. must repair any damage to the Lot within a reasonable timeframe;
- b. maintain the residential dwelling, accessory buildings and other improvements on the Lot and not allow them to become dilapidated or to fall into disrepair and must undertake maintenance or repairs within a reasonable timeframe.

#### 7. Restrictive Covenants

7.1 Once construction of the Single Storey Residential House has been substantially completed, any caravan (including campervan) owned for recreational purposes may be kept on the property provided it is stored at the rear of the dwelling concealed from view from the rest of the Subdivision by a fence or enclosure. Any such caravan will not be used for residential use on the Lot. The Grantor will not bring onto or allow to remain on the Lot or any internal road of the Subdivision any caravan, vehicle, boat or other equipment or materials or machinery that in the opinion of the Grantee detrimentally affects the aesthetics or amenities of the Subdivision.

7.2 No building or dwelling on the Lot will be occupied until it has been substantially completed, all Local Authority completion certificates obtained, the exterior completed including where appropriate painted or stained and all ancillary work such as fencing, landscaping, lawns sowing, letter box have been completed or installed and all driveways or vehicle access have been completed in a permanent continuous surfacing of concrete, concrete block brick paving or sealing to the reasonable satisfaction of the Grantee.

7.3 No more than one advertising sign will be displayed on the Lot or on the road frontage of the Lot at any time.

7.4 The Lot will not be used in any way (other than for residential purposes) which in the opinion of the Grantee (whose decision will be final) would detrimentally affect the amenities of the Subdivision and neighbourhood.

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7.5 The Grantor shall not keep any poultry or farm animals and not breed for commercial purposes any animals or birds on the Lot.

7.6 The Grantor will not allow to remain on any wall, fence, structure or building on the Lot any graffiti or similar disfiguring for more than five working days, from the date that it occurred or was brought to the notice of the Grantor.

7.7 The Grantor will not further subdivide the Lot without the prior written consent of the Grantee.

7.8 The Grantor shall not install a satellite dish on any side of the residence or building fronting a street.

7.9 The Grantor must not allow any nuisance or disturbance to be caused to the owner or occupier of any neighbouring Lots.

**8. No Complaints Covenants**

8.1 For the purposes of the covenants contained in clauses 8.2 to 8.4, the term "Grantee" means GLDL or its successor or its assignee.

8.2 The Grantor acknowledges that the Grantee, is intending to develop other land that the Grantee owns or will own within 5 kilometres of the Lot ("Other Land"), into residential sections and houses in a number of stages and that the Balance of the Land (or successor title(s)) and Other Land will be the subject of the further stages of the development into residential sections and houses, and which may include some "comprehensive Intensive Housing" as is defined in the relevant district plan (the "Further Development"). The Grantor will where required by the Grantee provide its written support and written consent (including any signed "Affected Party Consent Form" that may be required by the Grantee or the Local Authority) to support any application for the Further Development and provide a reasonable degree of cooperation and support to the Grantee for the Further Development.

8.3 The Grantor covenants in favour of the Grantee that it will not take any action under the Resource Management Act 1991 or any other legislation or regulations to oppose or otherwise hinder the Further Development and nor will the Grantor procure any such action by any third party (including any local authority or governmental body). Without limiting the above, the Grantor will not:

- a. Lodge a submission opposing any resource consent application for the Further Development by the Grantee;
- b. Request or procure any plan change or variation in respect of the Land (or any part of it);

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- c. Lodge any submission or any further submission on any district or regional plan which may affect the Further Development;
- d. take or initiate any enforcement action pursuant to the Resource Management Act 1991 against any acts or omissions of the Grantee; or
- e. take any other steps which would or may hinder or interfere with the Further Development.
- 8.4 The Grantor covenants with the Grantee not to direct, allow or permit any person to do anything which would amount to a breach of clauses 8.2 or 8.3 if undertaken by the Grantor.
- 8.5 The Grantor covenants in favour of the Grantee that it shall not object to any construction, noise, dust or activity required to complete the Further Development.
- 8.6 The Grantor acknowledges that without prejudice to any other remedies of the Grantee, the penalties contained in clause 10.1 of this instrument will apply in respect of any breach of the covenants by the Grantor under this clause 8 and will be payable to GLDL.
- 9. General Covenants**
- 9.1 All entry onto any adjacent land is entirely at the risk of the person entering. All persons accessing adjacent land will comply with all health and safety requirements.
- 9.2 The Grantor will not require any contribution from the Grantee nor the Local Authority towards the cost of fencing any common boundary between the Lot and land owned by these parties and every transfer from the Grantee will include a fencing covenant in accordance with the Fencing Act 1978 in favour of the Grantee and the Local Authority.
- 10. Breach of Covenants**
- 10.1 Without prejudice to any other legal remedy, the Grantee may serve written notice to the Grantor requiring it to remedy a breach of these covenants within seven (7) days of receipt of the notice in writing and upon the expiry of seven (7) days a sum of \$1,000.00 per day (including GST) will be payable by the Grantor until such time as the breach is remedied and the Grantee 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.
- 10.2 The Grantor will remove or cause to be removed from the Lot any building or structure or cease to carry out the activity that offends the covenants in this instrument or places the Lot in breach for non-observance of the stipulations and restrictions.
- 10.3 The Grantor will replace any building materials used in breach of the stipulations and restrictions contained in these covenants in this instrument so that the building or structure complies with these covenants.

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**10.4** The Grantee reserves the right to enter onto the Lot upon giving reasonable notice in order to take whatever action it deems necessary to rectify any breach of these covenants. Where the Grantee or its agent or any other party to these covenants is required to expend money to rectify or make good any damage or loss caused by a breach of these covenants by the Grantor (or the guests, servants, employees, agents, invitees, tenants or licensee of the Grantor) the Grantee or its agent will be entitled to recover the amounts (which will be payable 7 days after the date of Invoice) 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 and interest on any monies from the date due until paid at an interest rate of 7% per annum plus the 90-day bill rate (current on the due date for payment).

**10.5** The Grantor will at all times indemnify and keep indemnified the Grantee against all proceedings, costs, claims and damages in respect of any breaches of any of the covenants in this instrument by the Grantor.

**11. Dispute resolution**

**11.1** If any dispute arises between the parties in connection with this Instrument the matter will be referred to mediation. Mediation may be initiated by either party giving notice in writing to the other and identifying the dispute whereupon the parties will agree on a mediator. If they cannot agree upon a mediator within 10 working days of such notice, then a mediator will be appointed by the President of the Arbitrators and Mediators Institute of New Zealand to act in accordance with the Mediation Protocol of the Institute;

**11.2** Any dispute in respect of matters arising from this Instrument which is not resolved by mediation will be referred to arbitration under the Arbitration Act 1996. The arbitration will be by one arbitrator if the parties can agree upon one but failing agreement, an arbitrator will be appointed by the President of the Arbitrators & Mediators Institute of New Zealand.

**12. Waiver of Covenants**

**12.1** Notwithstanding these covenants the Grantee will be entitled to waive strict compliance with these covenants provided that if the Grantee decides in its sole discretion that the proposed amendments are generally in accordance with the aims expressed in clause 2.3 and in accordance with the continued harmony of the property within the Subdivision generally and for avoidance of doubt the decision as to this waiver by the Grantee will be final and not subject to any review whatsoever. The Grantor shall be responsible for the Grantee's reasonable fees in relation to the waiver of any covenants pursuant to this clause or the provision of any other consent.

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