

DEED OF COVENANT



DATE: 15th September 2006

PARTIES: MARTIN ROBERT LEEPER, Contractor and SHEILA MARIAN LEEPER,
Music Teacher both of Nelson ("the Covenantors")

and

NELSON CITY COUNCIL ("the Council")

RECITALS

- A. The Covenantors are registered as proprietors of the land described in the First Schedule ("the Property").
- B. The Council has granted a Resource Consent pursuant to Section 104B of the Resource Management Act 1991 ("the Act") to enable the Covenantors to carry out the work set out in the Second Schedule hereto ("the Resource Consent").
- C. It is a condition of the Resource Consent that the Covenantors enter into a covenant pursuant to Section 108(2)(d) of the Act such covenant to be registered against the title to the Property pursuant to Section 109 of the Act.

OPERATIVE PART

NOW THEREFORE in consideration of the premises the Covenantors so as to bind the Covenantors and the registered proprietors of the Property, hereby acknowledge and agree with the Council as follows:

The stormwater cut off drain required by condition 7 shall be maintained by the Property owner for the life of the building.

FIRST SCHEDULE

Estate in fee simple in all that parcel of land containing 1076 square metres more or less being Lot 22 on Deposited Plan 356736 and being all of the land contained in Certificate of Title 231327 (Nelson Registry).

MRL
SMK
L.

SECOND SCHEDULE

For earthworks up to 2 metres in height for the construction of a retaining wall and for a garage door entry 2.15 metres in height.

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

THE COMMON SEAL of the
NELSON CITY COUNCIL
was hereto affixed in the presence of:



The Common Seal of the NELSON CITY COUNCIL
was hereto affixed in the presence of:

Mayor

(for) Chief Executive *[Signature]*

SIGNED by
MARTIN ROBERT LEEPER and
SHEILA MARIAN LEEPER
as Covenantors in the presence of:

M. R. Leeper
MR Leeper

S. M. Leeper
SM Leeper

Witness Signature

Bruce James Brown
Full Name of Witness
Solicitor
TE PUKE

Occupation

Address

DATED

2006

**MARTIN ROBERT LEEPER
SHEILA MARIAN LEEPER**

("the Covenantor")

and

NELSON CITY COUNCIL

("the Council")

DEED OF COVENANT

MANNING GIBBS & BROWN
SOLICITORS
PO BOX 26/DX HA42504
TE PUKE
PHONE: 07 5739 016
FAX: 07 5739 017

AC0165

Landline User ID: HAMILTONLSHA
 HEREWITH

LODGING FIRM: HAMILTON LEGAL SERVICES LTD
 Survey Plan (#)

Address: DX GP20013
 Title Plan (#)

HAMILTON
 Traverse Sheets (#)

PH 0800 77 66 88
 Field Notes (#)

Uplifting Box Number: AS
 Calc Sheets (#)

ASSOCIATED FIRM:
 Survey Report

Client Code / Ref: LEEPER
 166742-1942
 Nelson
 Other (state)

Dealing / SUD Number:
 (LINZ Use only)

Priority Barcode/Date Stamp
 (LINZ Use only)

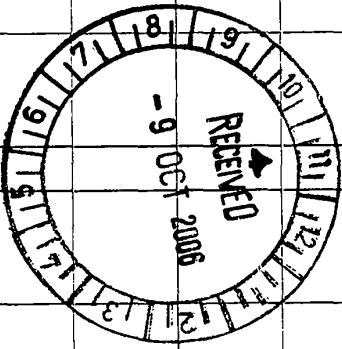
NL

COV 7063411.1 Covenan
 Copy - 02/03 Pgs - 004 09/10/06 11:44
Copies
 (inc. Original)
 DocID: 211882920

Plan Number Pre-Allocated or
 to be deposited
 Rejected Dealing Number

S

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION PRIORITY FEE	FEES & COST INCLUSIVE
1	231327	COV	LEEPER	50.00							50.00
2	231327	M	LEEPER to GE CUSTODIANS	50.00							50.00
3											
4											
5											
6											



Land Information New Zealand Lodgement Form

Annotations (LINZ Use only)

Subtotal (for this page) 100.00

Total for this dealing 100.00

Less Fees paid on Dealing #

Original Signatures? _____ Debit my Account for 100.00


Fees Receipt and Tax Invoice
 GST Registered Number 17-022-895
 LINZ Form P005

Lst 92

Transfer instrument
Section 90, Land Transfer Act 1952

2003/1032EF
Approved
Registrar-General of Land

Land registration district
NELSON

T 6618498.2 Transfer
Cpy - 01/01, Pgs - 001, 20/10/06, 11:19

DocID: 211667986

Unique identifier(s) or C/T(s)	All / Part	Area / description of part or st
231327	ALL	

Transferor *Surname(s) must be underlined or in CAPITALS*
SPRINGLEA ESTATES LIMITED

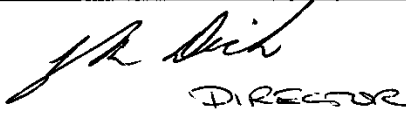

Transferee *Surname(s) must be underlined or in CAPITALS*
MARTIN ROBERT LEEPER AND SHEILA MARIAN LEEPER

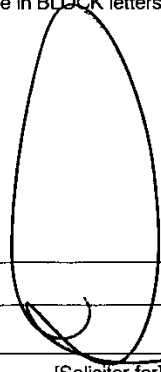
Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed
FEE SIMPLE AND THE TRANSFEEE SHALL BE BOUND BY A FENCING COVENANT AS DEFINED IN SECTION 2 OF THE FENCING ACT 1978 IN FAVOUR OF THE TRANSFEROR

Operative Clause
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit(s) à prendre is described above, that easement or profit(s) à prendre is granted or created.

DATED this 14 day of october 2005

Attestation *If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule*

 DIRECTOR  DIRECTOR Signature [Common Seal] of Transferor	<p>Signed in my presence by the Transferor</p> <hr/> Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: Occupation: Address:
---	---

Certified correct for the purposes of the Land Transfer Act 1952

Bruce James Brown
Solicitor
[Solicitor for] the Transferee **JE PUKE**

Transfer instrument
Section 90, Land Transfer Act 1952

2003/1032EF
Approved

T 6586143.7 Transfer

Cpy - 01/01, Pgs - 009, 26/09/06, 11:06



DocID: 211637546

Land registration district

Nelson

Unique identifier(s)
or C/T(s)

All / Part

Area / description of part or stratum

See Schedule C

Transferor

Surname(s) must be underlined or in CAPITALS

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS

SPRINGLEA ESTATES LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed

Fee simply subject to Land Covenant (continued on page 2 annexure schedule) and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit(s) à prendre is described above, that easement or profit(s) à prendre is granted or created.

DATED this 25th day of August 2005

Attestation

If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule

*Sam Morrison
Director*

*SA Dick
Director*

Signature [Common Seal]
of Transferor

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:

Shirley Taylor
Legal Executive
Nelson

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Transferee

SPRINGLEA ESTATES LIMITED

Proposed Continuation of "Estate or Interest or Easement to be Created"

The Transferor when registered proprietor of the land formerly contained in NL 212567 subdivided the land into residential lots in the manner shown and defined on a DP 356736 AND WHEREAS: it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule C are to be subject to the land covenants in Schedule B for 21 years from 1 March 2005 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A TO THE INTENT that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2005 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the transferee DOETH HEREBY COVENANT AND AGREE in the manner set out in the Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the Dominant Lots as described in Schedule A.

THAT the said **SPRINGLEA ESTATE LIMITED** will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE LIMITED** and its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer in respect of any parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE LIMITED** to another registered proprietor.

THAT if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or

- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Certificate of Title

"Dominant Lots"

231308	Lot 3
231309	Lot 4
231310	Lot 5
231311	Lot 6
231312	Lot 7
231313	Lot 8
231314	Lot 9
231315	Lot 10
231316	Lot 11
231317	Lot 12
231318	Lot 13
231319	Lot 14
231320	Lot 15
231321	Lot 16
231322	Lot 17
231323	Lot 18
231324	Lot 19
231325	Lot 20
231326	Lot 21
231327	Lot 22
231328	Lot 23
231329	Lot 24
231330	Lot 25
231331	Lot 26
231332	Lot 27
231333	Lot 28
231334	Lot 29
231335	Lot 30
231336	Lot 31
231337	Lot 32
231338	Lot 33
231339	Lot 34
231340	Lot 35
231341	Lot 36
231342	Lot 37
231343	Lot 38

231344	Lot 39
231345	Lot 40
231346	Lot 41
231347	Lot 42
231348	Lot 43
231349	Lot 44
231350	Lot 45
231351	Lot 46
231352	Lot 47
231353	Lot 48
231354	Lot 49

Schedule B

The Transferee shall not:

1. Subdivide any of the servient Lots.

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
 - (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Erect or permit to be erected or permit to remain upon any servient lot:
 - (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
 - (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.

- (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
 - (i) Any dwelling, building, mast, aerial, tree or shrub higher than the height (in relation to Nelson City datum) set after the relevant servient allotment in Schedule C hereto.
 - (j) Any dwelling:
 - (i) with a roof pitch 25° above the horizontal; or
 - (ii) building or structure incorporating an understructure that is not fully enclosed;
 - (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
 - (l) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
 - (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
 - (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
 6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

The Transferee covenants to maintain the Servient Lot to an acceptable standard (in the Transferor's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lot mowed and the Transferee agrees to accept liability for such cost plus 50%.

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Transferor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(i), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Certificates of Title	"the servient Lots"	"the dominant Lots"	"height restrictions" above NCC datum
231308	Lot 3	-	-
231309	Lot 4	-	-
231310	Lot 5	Lot 6	64.0
231311	Lot 6	Lot 5 & 7	67.2
231312	Lot 7	Lot 4 & 6	70.0
231313	Lot 8	Lot 9 & 4	71.5
231314	Lot 9	Lot 10 & 4	75.8
231315	Lot 10	Lot 9 & 11	78.9
231316	Lot 11	Lot 10 & 12	84.0
231317	Lot 12	Lot 11 & 13	86.0
231318	Lot 13	Lot 12 & 14	88.9
231319	Lot 14	Lot 13 & 15	Nil
231320	Lot 15	Lot 14 & 16	93.7
231321	Lot 16	Lot 15 & 17	101.6
231322	Lot 17	Lot 16 & 21	108.1
231323	Lot 18	Lot 19 & 20	114.0
231324	Lot 19	Lot 18 & 20	Nil
231325	Lot 20	Lot 18, 19	115.8
231326	Lot 21	Lot 17, 18 & 20	108.4
231327	Lot 22	Lot 16, 17 & 21	101.3
231328	Lot 23	Lot 15, 16 & 22	95.7
231329	Lot 24	Lot 14, 15 & 23	91.4
231330	Lot 25	Lot 12, 13, 16 & 24	88.0
231331	Lot 26	Lot 12, 25 & 27	84.3
231332	Lot 27	Lot 11, 26 & 28	80.0
231333	Lot 28	Lot 10, 27 & 29	75.7
231334	Lot 29	Lot 9 & 28	72.7
231335	Lot 30	Lot 8, 9, & 29	71.6
231336	Lot 31	Lot 30 & 32	62.5
231337	Lot 32	Lot 31 & 33	62.5
231338	Lot 33	Lot 32 & 34	62.5
231339	Lot 34	Lot 35 & 36	62.5
231340	Lot 35	Lot 34 & 36	Nil
231341	Lot 36	Lot 35 & 37	Nil
231342	Lot 37	Lot 36	63.9
231343	Lot 38	Lot 39	63.0
231344	Lot 39	Lot 38 & 40	64.9
231345	Lot 40	Lot 39 & 41	67.3

231346	Lot 41	Lot 40 & 42	69.8
231347	Lot 42	Lot 41 & 43	76.3
231348	Lot 43	Lot 41, 42 & 44	73.0
231349	Lot 44	Lot 43, 45, 46 & 47	71.5
231350	Lot 45	Lot 44 & 46	69.0
231351	Lot 46	Lot 45 & 47	66.8
231352	Lot 47	Lot 46 & 48	67.0
231353	Lot 48	Lot 47 & 49	66.5
231354	Lot 49	Lot 38, 39, & 48	62.4

To The Land Registrar

Please note the above covenants on the Certificates of Title for the Dominant Lots.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc.

Easement Instrument

Page of pages

Consentor

Surname must be underlined

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Bank of New Zealand

Mortgage under Mortgage No 341433.1

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

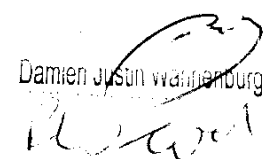
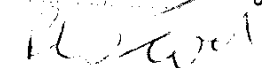
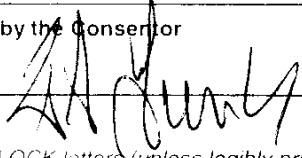
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the within written instrument

Dated this **25** day of **Feb** **2005**

Attestation

 Damien Justin Warranburg  Rachel Elizabeth Wood	Signed in my presence by the Consentor <hr/> Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name Robin Peter Tuckey Occupation Address
	Auckland

Signature of Consentor

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.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Rachel Elizabeth Wood and Damien Justin Wannenburg both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 25th day of August 2005



Rachel Elizabeth Wood

SIGNED at Auckland this 25th day of August 2005



Damien Justin Wannenburg

Transfer instrument

Section 90, Land Transfer Act 1952



Land registration district

Nelson

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

See Schedule C

Transferor

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed.

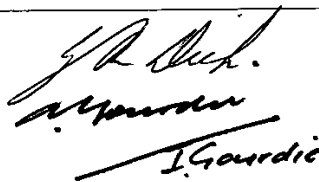
Fee simple subject to Land Covenant (continued on page 2 annexure schedule) and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Operative clause

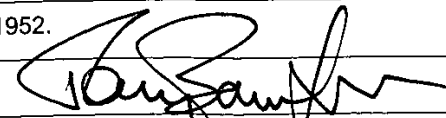
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 10 day of November 2003

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

 Directors.	Signed in my presence by the Transferor _____ _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	Witness name _____ Occupation _____ Address _____
Signature [common seal] of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952.


[Solicitor for] the Transferee

Annexure Schedule

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

Transfer

Dated

10 - 11 - 03

Page

2 of 6

pages

(Continue in additional Annexure Schedule, if required.)

SPRINGLEA ESTATES LIMITED

Proposed Continuation of "Estate or Interest or Easement to be Created"

The Transferor when registered proprietor of the land formerly contained in NL 11B/1239 and NL 12C/1153 subdivided the land into residential lots in the manner shown and defined on a DP326459 **AND WHEREAS:** it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule C are to be subject to the land covenants in Schedule B for 21 years from 1 March 2003 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A **TO THE INTENT** that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2003 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the transferee **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the Dominant Lots as described in Schedule A.

THAT the said **SPRINGLEA ESTATE LIMITED** will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE LIMITED** and its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer in respect of any parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE LIMITED** to another registered proprietor.

THAT if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

JAC

MS

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

10 - 11 - 03

Page

3 of 6

pages

(Continue in additional Annexure Schedule, if required.)

- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Certificate of Title

"Dominant Lots"

107629	Lot 1
107630	Lot 2
107631	Lot 3
107632	Lot 4
107633	Lot 50
107634	Lot 51
107635	Lot 52
107636	Lot 53
107637	Lot 54
107638	Lot 55
107639	Lot 56
107640	Lot 59
107641	Lot 60
107642	Lot 61
107643	Lot 62
107644	Lot 63
107645	Lot 64

Schedule B

The Transferee shall not:

- 1. Subdivide any of the servient Lots.

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
- (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

J.M.L.

W.S.

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

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(Continue in additional Annexure Schedule, if required.)

2. Erect or permit to be erected upon any servient lot:
- (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
 - (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.
 - (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
 - (i) Any dwelling, building, mast, aerial, tree or shrub higher than 5.8 metres above the average ground level of the Servient Lot and the position of that item.
 - (j) Any dwelling:
 - (i) having more than one storey; or
 - (ii) with a roof pitch 25° above the horizontal; or
 - (iii) building or structure incorporating an understructure that is not fully enclosed;

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J.A.D.

M.Y.

Annexure Schedule

Insert type of instrument
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Transfer

Dated

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(Continue in additional Annexure Schedule, if required.)

- (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
 - (l) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
 - (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
 - (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
 6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

The Transferee covenants to maintain the Servient Lot to an acceptable standard (in the Transferor's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lot mowed and the Transferee agrees to accept liability for such cost plus 50%.

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[Handwritten signatures]

Annexure Schedule

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

Transfer

Dated *10 - 11 - 03*

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(Continue in additional Annexure Schedule, if required.)

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Transferor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Certificates of Title	"the servient Lots"
107629	Lot 1
107630	Lot 2
107631	Lot 3
107632	Lot 4
107633	Lot 50
107634	Lot 51
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To The Land Registrar

Please note the above covenants on the Certificates of Title for the Dominant Lots.

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[Handwritten signatures]