

Annexure Schedule

Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if
required*

Annexure Schedule 2

The Grantor and its successors in title covenants and agrees with the Grantee and its successors in title as covenants intended to be binding on the relevant servient lands and (with the exception of Covenant 6) run with the relevant dominant lands as detailed in Covenants hereunder. Covenant conditions specified hereunder shall apply in respect of all Covenants.

The servient land for the covenants is the land hereby sold and such other Lots on the Scheme Plan attached as the Vendor determines. The dominant land for all covenants is such Lots on the Scheme Plan attached as the Vendor determines.

COVENANT 1 – DESIGN CONTROL

No Servient Proprietor shall prior to 31 December 2030 erect or permit to be erected on the Lot owned by that Proprietor any building structure or other improvement without first submitting the plans and specifications (including details of siting, materials and external finish) of such building structure or improvements to Universal Developments Limited or its nominee in that regard and obtaining its written approval thereto, which approval shall not be unreasonably or arbitrarily withheld or delayed. The decision of Universal Developments Limited or its nominee in that regard shall be based on whether the siting, colours, external design and materials are appropriate to a high quality subdivision and in keeping with existing or likely future developments on other lots subdivided out of Records of Title 3654 and/or 3655. In the event that Universal Developments Limited or its nominee in that regard cannot be contacted, or unreasonably withholds or delays its decision in relation to approval, the decision regarding approval may be made by an Architect appointed on the application and at the cost of the relevant Servient Proprietor by the President or Vice President for the time being of the New Zealand Law Society.

Specifically (but subject to Covenant Conditions herein):

- (a) Colours shall be recessive colours of less than 35% reflectance;
- (b) Bricks or concrete blocks are not permitted as external finish unless plastered over;
- (c) Tile roofs are not permitted.

COVENANT 2 – BUILDING HEIGHT CONTROL

On Lots 4–9, 12-16, 21-88, 90-100, 102, 105-108 and 119 no Servient Proprietor shall on the Servient Land owned by that Servient Proprietor at any time hereafter erect or permit to be erected thereon any building or structure which is at any point more than 5.5 metres above the ground level existing as at date of registration of this Covenant Instrument.

On Lots 1, 2, 3, 17, 18, 19, 20, 103, 104, 109, 114, 115 and 116 no Servient Proprietor shall on the Servient Land owned by that Servient Proprietor at any time hereafter erect or permit to be erected thereon any building or structure which is at any point more than 6.5 metres above the ground level existing as at date of registration of this Covenant Instrument.

Notwithstanding the foregoing a chimney, television or radio aerial or reception disk or solar panel or similar item may exceed the maximum permitted height so long as no vertical section of the portion exceeding the maximum permitted height is greater than 2.5 square metres in area.

COVENANT 3 – SUBDIVISION CONTROL AND LOT 100 103 CONTROL

Except for Lots 1, 2, 3, 10, 11, 17, 18, 19, 20, 62, 63, 72, 83, 88, 99, 100, 103, 104, 109, 111, 112, 113, 114, 115, 116, 117 and 999 no Servient Proprietor shall in respect of the Lot owned by that Proprietor further subdivide the Lot. For the purpose of this covenant subdivide has the same meaning as “subdivision of land” as defined in section 218 of the Resource Management Act 1991.

Lot 100 must not be subdivided in to more than two Records of Title.

If more than two residential units are erected on the land presently comprised in Lot 103 no more than two of those units will be entitled to use ROW B as a means of access.

COVENANT 4 – VEGETATION HEIGHT CONTROL

No Servient Proprietor shall on the servient land owned by that Servient Proprietor permit or suffer to remain any tree or shrub or other item or any part thereof which is within 2 metres of any boundary and which exceeds the height of 1.8 metres above ground level existing as at date of registration of this Easement Instrument.

COVENANT 5 – FENCING CONTROLS

No Servient Proprietor shall on the servient land owned by that Servient Proprietor erect permit or suffer to remain on the servient land any fence which exceeds a height of 1.8 metres above ground level existing as at date of registration of this Easement Instrument.

In addition no Servient Proprietor shall on the servient land owned by that Servient Proprietor erect permit or suffer to remain on the servient land any fence which exceeds a height of 1.2 metres above ground level existing as at date of registration of this Easement Instrument where the fence is on or within 4.5 metres of any legal road.

In addition no Servient Proprietor shall on the land owned by that Servient Proprietor erect permit or suffer to remain on the servient land any fence on or within 2 metres of any legal road unless 40% of the fence is visually permeable in elevation view from the legal road.

For the purpose of this covenant "fence" includes any plants forming a live fence or hedge.

COVENANT 6 – FENCING COVENANT

Each Servient Lot is subject to a Fencing Covenant as defined in Section 2 of the Fencing Act 1978 in favour of each Dominant Lot for so long as Universal Developments Limited remains as proprietor of the relevant Dominant Lot.

COVENANT 7 – GENERAL CONTROLS

No Servient Proprietor shall on the servient land owned by that Servient Proprietor:-

- (a) Permit use of the same for any form of temporary residential purposes whether by the construction of temporary buildings or by the placement of containers, caravans, modular homes, mobiles homes, motor homes, house trailers, buses, huts, tents or vehicles able to be used for human habitation, except for a builder's shed at the commencement of and for the duration of construction of any dwelling being erected on the Lot.
- (b) Bring or allow to remain thereon any second hand or relocatable or temporary building or structure save that a builder's shed shall be permitted during the period of construction of a residence on the servient land.
- (c) Permit the period for completion of any building works being conducted thereon to exceed 18 months from the date of commencement of such works, nor allow the period for completion of associated earthworks and landscaping to exceed 12 months from the date of completion of the dwelling.
- (d) Permit suffer or allow any building thereon to be occupied or used as a residence unless such building has been substantially completed in accordance with these Covenants and any Local Authority building consent requirements.
- (e) Permit or suffer to be erected thereon or allow to remain thereon any building or other structure which is not constructed on site.
- (f) Permit or suffer to be erected thereon or allow to remain thereon any building or any other structure which is not constructed from new materials or high quality recycled materials.
- (g) Permit or suffer rubbish to accumulate or be placed thereon, and will mow lawns and properly maintain and cultivate all vegetation on the servient land and to this effect shall not permit growth of grass and other vegetation to the stage that it becomes long or unsightly.

- (h) Leave any rubbish or waste or materials for recycling, or any container or receptacle used or intended to be used for collection of rubbish or waste or materials for recycling in a position where the same are not screened from viewing, to the purpose and intent that the same are not visible from the public street, except during such periods as are reasonable when the same are awaiting collection or emptying.
- (i) Permit building materials or gravel or sand to be stored on the property after completion of any building works and associated earthworks and landscaping.

COVENANT 8 – REQUIREMENTS PENDING ERECTION OF DWELLING

Prior to erection of a dwelling the servient land must be maintained in a neat and tidy condition and to a standard that grass and other ground cover does not exceed a height of 100mm. Prior to commencement of building work for erection of a dwelling the servient land must not have stored or placed thereon any items whatsoever including specifically but not by way of limitation building materials, vehicles, trailers, boats, containers or signs. Until a dwelling is erected on a Lot Universal Developments Limited or its nominee in that regard shall be entitled to enter onto the servient land without prior notice and carry out any mowing of grass and other work needed to ensure compliance with this requirement and charge the Servient Proprietor for this service.

COVENANT 9 – NON-OBJECT COVENANT

No Servient Proprietor shall at any time hereafter:-

- (a) Directly or indirectly submit in opposition to, or support any submission in opposition to:
 - (i) Any present or future Application for any resource consent or other consent made by Universal Developments Limited or made on Universal Developments Limited's behalf or supported in part or in full by Universal Developments Limited that relates wholly or in part to the dominant land;
 - (ii) Any change to or variation or review of any District Plan or Proposed District Plan or Regional Plan or Proposed Regional Plan promoted by a Local Authority and which Universal Developments Limited supports or which is promoted by Universal Developments Limited, and nor will it permit or suffer any agent or employee or other representative of the Servient Proprietor to do so;
- (b) Directly or indirectly oppose Universal Developments Limited's interest in any appeal arising from any Application, and nor will it permit or suffer any agent or employee or other representative of the Servient Proprietor to do so;
- (c) In this Covenant "Application" means any application, change variation or review of the nature described in (a) (i) and (ii) above.

COVENANT CONDITIONS

- (a) Universal Developments Limited may at any time by Deed revocably or irrevocably delegate or transfer or assign any or all of its functions, powers and entitlements under these covenants to any other company or person. Any Deed made for the purpose of this provision may give the delegate, transferee or assignee right to further delegate or transfer or assign the relevant functions, powers and entitlements.
- (b) Neither Universal Developments Limited nor any nominee, delegate, transferee or assignee nor any Architect appointed pursuant to these covenants shall be liable to any person in relation to exercise or non-exercise of any power or discretion conferred hereunder if such party has acted in good faith.
- (c) Any decision by Universal Developments Limited or any nominee, delegate, transferee or assignee or any Architect appointed hereunder may be given subject to amendments to the proposal or to conditions and the Servient Proprietor must comply on an ongoing basis with such amendments or conditions.
- (d) Universal Developments Limited or any nominee or any person or entity to which functions, powers and entitlements under this covenant have been delegated transferred or assigned may, so long as it is entitled to exercise those functions, powers and entitlements, grant dispensation to any Servient Proprietor in respect of any matter or thing which would otherwise constitute a breach of any covenant or covenants. If any dispensation is granted subject to amendments or conditions those amendments or conditions must be complied with on an ongoing basis by the relevant Servient Proprietor.
- (e) Universal Developments Limited or its nominee, delegate, transferee or assignee shall have no obligation to enforce any covenant herein, nor any other legal obligation in the event of breach of any covenant herein.
- (f) For avoidance of doubt reference in covenants to buildings or structures includes appurtenances placed on or fixed to buildings or structures and including specifically but not by way of limitation TV aerials and other aerials or masts, radio or satellite reception dishes and other communication equipment, heat pumps and air conditioning equipment, solar panels or solar heating equipment and windmills and similar equipment.
- (g) Should any covenant or condition or any part thereof herein be held to be illegal, void, invalid or unenforceable in any respect then that covenant or condition or the relevant part thereof shall be severed and the remaining covenants and conditions or parts thereof shall continue in full force and effect.
- (h) The covenants herein shall cease to apply to any part of the servient and dominant land which is intended to vest in the Crown or any Territorial Authority or any utility company as a road, reserve or utility site upon a survey plan relating to such vesting or transfer being approved as to survey and being accepted for deposit by Land Information New Zealand or any successor to Land Information New Zealand.