

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 7) 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

No Servient Proprietor shall prior to the 1st day of January 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 Title CRF 194891. 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

No Servient Proprietor shall on the Servient Land owned by that Servient Proprietor erect more than one Residential Unit.

Notwithstanding the foregoing, in the case of any Lot which is less than 700m². Residential Flats shall not be permitted even if they would fall within the definition of "Residential Unit".

In this covenant:

"Residential Unit" means a residential activity which consists of a single self contained household unit, whether for one or more persons, and includes accessory buildings. Where more than one kitchen and/or laundry facility is provided on the site, other than a kitchen and/or laundry facility in a residential flat, there shall be deemed to be more than one residential unit.

"Accessory Building" In relation to any site means any detached building the use of which is incidental to the principal building, use or activity on that site, and includes a sleep out, garage or carport, garden shed, glasshouse, swimming pool, mast, shed used solely as a storage area, or other similar structure, provided that any garage or carport which is attached to or a part of any building shall be deemed to be an accessory building.

"Residential Flat" means a residential activity that:

- Consists of no more than one flat in the same ownership as the residential unit; and
- Is contained within the same residential unit; or
- If attached to a detached accessory building does not cover more than 50% of the total Gross Floor Area of the building containing the flat and detached accessory building; and
- Contains no more than one kitchen and one laundry; and
- Does not cover more than 35% of the total Gross Floor Area of the building(s) containing the residential unit and flat (but excluding accessory buildings).

COVENANT 3

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 at any point exceeds the height above ground level existing as at date of registration of this Easement Instrument of:

- (a) In the case of Lots 1 – 6 inclusive, 52 – 58 inclusive, 60, 61, 63, 128, 130, 131 and 161 – 7 metres
- (b) In the case of Lots 7 – 51 inclusive, 59, 62, 64 – 127 inclusive, 132 - 160 inclusive and 162, – 5.5 metres

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 square metres in area in the case of Lots described in paragraph (a) above or 1.5 square metres in area in the case of Lots described in paragraph (b) above.

COVENANT 4

Except for Lots 63, 128, 130, 131 and 161 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.

COVENANT 5

No Servient Proprietor shall on the servient land owned by that Servient Proprietor erect permit or suffer to remain on the servient land any building, structure, tree, 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.

Notwithstanding the foregoing dispensation has been granted in respect of this covenant where Resource Consent RM 161169 or Resource Consent RM 161226 permits building closer than 2 metres from a boundary.

Dispensation has also been granted in respect of any Lot arising from subdivision of Lots 63, 128, 130, 133 or 161 where any future Resource Consent or District Plan Rules permit building closer than 2 metres from a boundary.

The terms of dispensation in these cases are that buildings which comply with the Resource Consent or District Plan Rules will be treated as being in compliance with the terms of this covenant.

In addition on Lots 106-127 inclusive no Servient Proprietor shall on the servient land owned by that Servient Proprietor erect permit or suffer to remain on the servient land any buildings, structure, tree, shrub or other item or any part thereof which is within 6.5 metres of the northern boundary of the relevant Lot and which exceeds the height of 1.8 metres above ground level existing as at date of registration of this Easement Instrument.

COVENANT 6

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 7

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 8

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, mobile 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 suffer or allow any building or other structure thereon which is not constructed on site and constructed from new materials or high quality recycled materials.
- (f) 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.
- (g) 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.
- (h) 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 9

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 10

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.