

2015/5049

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Continue in additional Annexure Schedule, if required

LAND COVENANTS

The Grantor and the Grantee intend to establish the subdivision of which the property forms part as a modern and well-designed rural subdivision. It is therefore important to protect the interests of all proprietors in relation to the nature and type of construction of dwellings and other buildings to be erected in the subdivision.

In recognition of these objects the Grantor for itself and its successors in title so as to bind the land contained in each of the separate titles comprising the servient tenement) each separate title called "the property") covenants with the Grantee and its successors in title for the purpose of the formation of a building scheme for the benefit of the land contained in each of the other separate titles comprising the dominant tenement and that the Grantor will observe and perform the following stipulations and restrictions:

- (1) Not to use the property to permit the property to be used for any trading or commercial purposes other than horticultural or pastoral production, excluding animal feed lots , winter barns, poultry farming, fitch farming, pig farming, commercial beekeeping, boarding and breeding kennels and greyhound training grounds and at all times not to allow any horses, adult cows, roosters, donkeys or pigs or more than two dogs to be kept on the property. The rearing of a calf for pet day will be allowed. Lot 4 shall be entitled to graze cattle and no more than two horses.
- (2) Not to allow any form of shooting or rifle sports or any other noisome recreational activities (including the operation and use of motorbikes).
- (3) Ensure that the property at all times is adequately fenced to prevent stock escaping from the property and damaging any of the trees located on the boundaries of it.
- (4) Not to develop, farm, cultivate or otherwise use the property except in accordance with the best husband like farming practices and at all times clear and keep clear the property from all noxious weeds, rabbits, vermin and other pests as may be damaging to pastures or crops and duly and punctually comply with the

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provisions of the Fencing Act 1978, The Biosecurity Act 1993, The Plants Act 1970, The Local Government Acts 1974 and 2004 and The Resource Management Act 1991, The Regional Plan and the relevant District Plan and all amendments thereto and all notices or demands lawfully given or made by any person in pursuance thereof. The Grantor expressly acknowledges that the property is located in a rural area and that accordingly there will be noises and activities associated with the day to day functioning and operation of a working farm. The Grantor also acknowledges that the owners of surrounding farms may from time to time subdivide all or part of their land for residential or other purposes. The Grantor undertakes that they will not bring any action under The Resource management Act 1991 or The Local Government Acts 1974 and 2002 or any other associated Act to inhibit or prevent the day to day farming activities of any surrounding working farm. Nor will they object or bring any action or make any submission against any intended subdivision of surrounding land whether under the Resource Management Act 1991 or any associated Act.

(5) That the minimum floor area (excluding any garage, carports and decking) of any dwelling house erected, constructed or placed on the property shall be 150m².

(6) That the non-glazed exterior cladding of the dwelling house shall not be less than 80% of any of the following materials

- (a) Kiln fired or concrete brick
- (b) Stucco finish on lenea polystyrene, concrete brick or solid concrete
- (c) Stone
- (d) Cedar or solid timber
- (e) Metal laminate on solid timber
- (f) Tilt slab
- (g) Linea board

Or where the dwelling house has more than a single level (excluding garage, carports, decks and split levels) the minimum of 80% of the non-glazed exterior cladding may be reduced to 65% provided the non-specified cladding is used primarily in the upper levels.

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- (7) Garaging for all dwellings must be attached to the dwelling.
- (8) No dwelling shall be constructed to a single rectangle or square and it must contain more than two hips or two gables in the roof line. Flat or faked roof dwellings are acceptable, provided they have more than one level of roofing.
- (9) Not to allow any form of metal roofing on the property unless the same has been pre-painted.
- (10) Not to permit the construction of the exterior of any dwelling house on the property unless the same has been pre-painted.
- (11) Not to permit or carry out the erection of any temporary building or structure upon any lot except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of the work.
- (12) Not to erect any building other than a new residential home.
- (13) Any buildings, sheds, outdoor areas and painted fences must be of a colour scheme that blends harmoniously with the rural environment.
- (14) Not to permit more than one family dwelling house and if required a garage or two garages or such other buildings as would normally be appurtenant to a family dwelling house plus ancillary buildings will be erected on the property provided that such garages, other buildings or ancillary buildings are authorised and allowed under the Waikato District Council District Plan and/ or the Waikato Regional Council District Plan. All such buildings must be permitted and must have Council sign-off or Code of Compliance certificates issued once the buildings have been completed.
- (15) The property shall not be subdivided, cross leased, nor shall unit titles be created under the Unit Titles Act 2010, except that Lot 4 may be subdivided subject to District Council Rules.
- (16) Not to permit or cause the property to be occupied and used as a residence unless:
- (a) A building has been substantially completed in accordance with the terms of this instrument; and
 - (b) The building meets the requirements of the appropriate Local Authority.

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- (17) Not to permit or cause any rubbish to accumulate or be placed upon the property and not to permit any excessive growth of grass so that the same becomes long and unsightly.
- (18) Not to permit or cause any advertisement, sign or hoarding of a commercial nature to be erected on any part of the property.
- (19) Not to permit or cause the removal of soil from the property except as shall be necessary for the construction of any building or any swimming pool.
- (20) Not to install or permit the installation of any water tank or reservoir other than in the ground with a maximum height of one metre visible above the ground, except that the existing tanks on Lot 3 may remain.
- (21) To reinstate, replace or be responsible for all costs arising from damage to the landscaping, roading, footpaths, kerbs or other structure in the subdivision arising from the Grantors used of the land directly or indirectly through the Grantor themselves, their agents or their invitees.
- (22) The above covenants that relate to building materials, shape, and size will not apply to Lots 1-3 for as long as the existing house on each Lot remains on the Land. In the event any such house is removed or destroyed all of the covenants are applicable. In the event that an owner of an existing house on Lots 1-3 wish to alter the structure of the existing house providing the same building products are used as exist on the existing house the covenants will not apply that related to building materials.

BREACHES

- (23) Acknowledging that the value of the area of the subdivision will be affected by the standard of building erected on the property and by failure to comply with the covenants contained in the preceding clauses and sub-clauses the Grantor covenants for the Grantor personally and the Grantor's executors, administrators and assigns that should the Grantor failing to comply with, observe, perform, or complete any of the special conditions and/or covenants and restriction contained herein, then without prejudice to any other liability the Grantor may have to any registered proprietor including the Grantee of the property in the Grantee subdivisional plan the Grantor will:

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- (a) Pay to the Grantee as liquidated damages the sum of **FIFTY THOUSAND DOLLARS** (\$50,000) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the Grantee or the Grantee's solicitors; and
- (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or remedy any other breach or non-observance of the foregoing covenants.

PROVIDED and it is further agreed and acknowledged that:

- (c) The Grantor shall only liability with respect to clause 21(a) above while the Grantor is a registered proprietor of the property.
- (d) If there is a default or defaults and if:
- (i) such default is remedied within one month or notice in writing requiring the removal of such cause of default; and
 - (ii) The defaulting party pays all reasonable legal costs and other expenses incurred by the party enforcing the said covenants.

Then that penal sum prescribed for by clause 23(a) hereof shall be waived **PROVIDED**

THAT this waiver shall not apply in respect of any subsequent default of a similar nature.

- (24) The rights and obligations of any Grantor to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate three (3) calendar months from the date on which he or she ceases to be the registered proprietor of lots 1-4 DP 498334 in the subdivisional plan and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the registered proprietors of any lots in the said subdivision which obtain benefits from the said covenants.

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- (25) These covenants shall enure for a period of twenty (20) years from the date of registration of this easement instrument

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