

## ANNEXURE SECHEDULE 2

### RESTRICTIVE COVENANTS SCHEDULE

The Grantors for themselves and their successors in title each hereby covenant with the Grantees for themselves and their successors in title as follows:

#### 1.0 DEFINITIONS

In these Restrictive Covenants:

|                     |                                                                                                                                                                                   |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Building</b>     | means any structure, but excludes fences and walls less than 1 metre in height above ground level.                                                                                |
| <b>Dwelling</b>     | means a building or group of buildings designed and occupied substantially or otherwise for residential purposes and includes garages, greenhouses, sheds and other outbuildings. |
| <b>Lot</b>          | refers to the lots depicted on Deposited Plan 383126 of which the Grantors and Grantees are the respective registered proprietors of.                                             |
| <b>Road</b>         | means the road depicted as Lot 47 on Deposited Plan 383126 which vests in the Central Hawke's Bay District Council.                                                               |
| <b>Right of Way</b> | refers to the areas of Lots 12 and 21 on Deposited Plan 383126 which comprise easement facilities in relation to the rights of way created by Easement Instrument 7549499.7.      |
| <b>Subdivide</b>    | has the meaning set out in Section 218(1) of the Resource Management Act 1991 and includes the creation of cross leases or units within the meaning of the Unit Titles Act 1972.  |
| <b>Developer</b>    | means Waipuk Project Limited                                                                                                                                                      |

In this restrictive covenant, a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something includes a covenant not to permit or cause that thing to be done.

#### 2.0 BUILDING

##### 2.1 A Grantor must not:

- (a) Build, erect or construct any building or dwelling on the Lot unless the building or dwelling is new nor permit or suffer any pre-built, transportable or relocatable building or dwelling or previously lived in dwelling to be situated on the Lot unless such building or dwelling wholly



comprises a new pre-built, transportable or relocatable building or dwelling. This clause is subject to the provisions of clause 2.1(d).

- (b) Use in the building, erection or construction of any building, dwelling or fence on the Lot any of the following cladding or exterior materials:
  - Fibre cement weatherboards with the exception of Hardiflex Linea panels
  - Uncoated fibre materials other than factory pre-finished roofing
  - Plywood or ply products
  - Concrete blocks unless such blocks are painted within 3 months of erection
  - Untreated framing timbers
- (c) Leave the exterior of any building, dwelling or fence unfinished or, in relation to such exterior surfaces that in the developer's opinion are usually designed to be painted or stained, unpainted or unstained.
- (d) Permit temporary structures including caravans, campervans, mobile homes to remain on the Lot except during construction of the dwelling on the Lot provided such structures are removed from the Lot within 6 months of the commencement of construction, however, once construction of the dwelling has been completed the Grantor may permit one caravan, campervan or mobile home to remain on the Lot one at any one time.
- (e) Allow any dwelling to be erected or located on the property if its floor area including decks and garages is less than 170 square metres.

- 2.2 The Grantor must ensure that the construction of any building or dwelling on the Lot is completed within eighteen months of the date construction commenced. Completion of a dwelling or building includes affixing all exterior cladding and painting or staining all exterior surfaces as referred to in clause 2.1(c) provided however, that a Grantor may construct a dwelling in separate stages provided each stage is completed (as defined in this clause) within eighteen months of the date construction of the stage commenced.

### 3.0 LANDSCAPING

- 3.1 The Grantor must not plant on the Lot any:

- (a) Species of Pinus Radiata, Pinus Ponderosa, Pinus Muricate, Pinus Contorta, Douglas Fir (Oregon) or Eucalyptus, Macrocarpa; or
- (b) Plant listed on the list of Plant Pests maintained by the Hawke's Bay Regional Council or any other Local Government Authority having jurisdiction over the Lot.

### 4.0 LAND USE

- 4.1 The Grantor must not undertake or permit others to undertake any of the following activities on or from the Lot:

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- in any calendar year* 
- (a) The storage or keeping for more than six continuous weeks of heavy machinery and equipment unless such machinery or equipment is at all times stored or kept out of view in an appropriate purpose built building or buildings on the Lot.
  - (b) Keeping of roosters and/or pigs.
  - (c) Commercial poultry or pig farming, dog kennels, cattery, pet centre or any other commercial activity associated with those uses nor to erect any building that would normally be erected for such purposes.

## 5.0 GENERAL

### 5.1 The Grantor shall:

- (a) Maintain the Lot and vehicle crossings in a tidy manner.
  - (b) Not park or permit to be parked any vehicle, machinery or equipment including boats and/or trailers on the road or right of way for any period exceeding 24 hours in any calendar month.
  - (c) Not undertake or permit to be undertaken any maintenance or repair work on any vehicle, machinery or equipment including boats and/or trailers on the road or right of way.
  - (d) Not construct on the Lot any fence comprising second hand materials or corrugated products.
  - (e) Ensure any building, dwelling or fence on the Lot is constructed in a good and tradesmanlike manner and maintained to a high standard.
  - (f) Remove or paint over any graffiti or other markings on any dwelling, fence or building on the Lot within seven days of the appearance of such graffiti or marking.
  - (g) Form and complete (including sealing the vehicular crossing place from the road or right of way to the boundary of the Lot) the driveway and crossing place to the Lot within twelve months of the completion of construction of any dwelling (or the first stage of such dwelling) or other building on the Lot.
  - (h) Comply with the Resource Management Act 1991 and Council by-laws in relation to the discharge of any contaminants from the Lot.
  - (i) Not further subdivide the Lot without the prior written consent of all the registered proprietors of the dominant tenements.
  - (j) Take all reasonable steps to keep the Lot free of all noxious weeds, rabbits and other pests.
  - (k) Not erect, construct or place any dwelling or building on the Lot within fifteen metres of the road or right of way.
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- 6.0 To ensure any damage to the berms of the road or right of way is localized the Grantor shall confine vehicular movement to and from the Lot to a single driveway such driveway to be no more than four metres in width and the Grantor shall be responsible for the repair of any damage to the berms (until the ~~accessway~~ to the Lot is sealed) as a result of vehicles passing to and from the Lot.

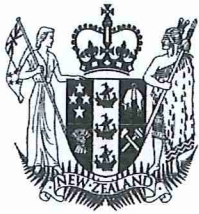
Crossing  
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- 7.0 Waiver Clause: Failure by the Grantee from time to time to enforce any of the Grantor's obligation under this instrument does not constitute a waiver of the Grantees rights under this instrument.

## 8.0 DISPUTE RESOLUTION & ARBITRATION

- 8.1 Any dispute between the parties under this instrument shall in the first instance be handles as follows:
- (a) Any party may give full written particulars of the dispute to the other party or parties ("the notice of dispute").
  - (b) The parties will promptly meet together and in good faith try to resolve the dispute.
  - (c) If the dispute is not resolved within 14 days of the notice of dispute (or such extended period as the parties may agree in writing) the dispute may be referred by any party to arbitration.
- 8.2 The arbitration will be conducted by a single arbitrator appointed by the parties or if the parties cannot agree on an arbitrator within 14 days the appointment will be made by the President of the New Zealand Law Society or the President's Nominee. The arbitration will be conducted in accordance with the Arbitration Act 1996 or any enactment in substitution therefor.

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# COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R.W. Muir  
Registrar-General  
of Land

## Search Copy

**Identifier** 332013  
**Land Registration District** Hawkes Bay  
**Date Issued** 21 September 2007

### Prior References

HBL2/316

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**Estate** Fee Simple  
**Area** 2.3050 hectares more or less  
**Legal Description** Lot 6 Deposited Plan 383126

**Proprietors**  
William John Finch, Megan Mary Buck and David Russell Dicks

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### Interests

Subject to a right to convey water over part marked Q19, Q20 DP 383126 created by Transfer 487557.1 - 22.1.1988 at 10:55 am

Appurtenant hereto are rights to convey water created by Transfer 487557.1 - 22.1.1988 at 10.55 am

Appurtenant hereto is a right to convey water created by Transfer 523259.1 - 9.2.1990 at 1.35 pm

7549499.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.9.2007 at 9:00 am

7549499.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.9.2007 at 9:00 am

7549499.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.9.2007 at 9:00 am

Subject to a right to drain water over part marked V1, V2, Q20 DP 383126 created by Easement Instrument 7549499.7 - 21.9.2007 at 9:00 am

Appurtenant hereto is a right to drain water created by Easement Instrument 7549499.7 - 21.9.2007 at 9:00 am

The easements created by Easement Instrument 7549499.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 7549499.7 - 21.9.2007 at 9:00 am

8033913.1 Partial surrender of the Land Covenant created in Easement Instrument 7549499.7 - 19.12.2008 at 9:00 am

Land Covenant in Easement Instrument 8033913.2 - 19.12.2008 at 9:00 am

Subject to a right to convey water over part marked A on DP 410349 created by Easement Instrument 8033913.3 - 19.12.2008 at 9:00 am

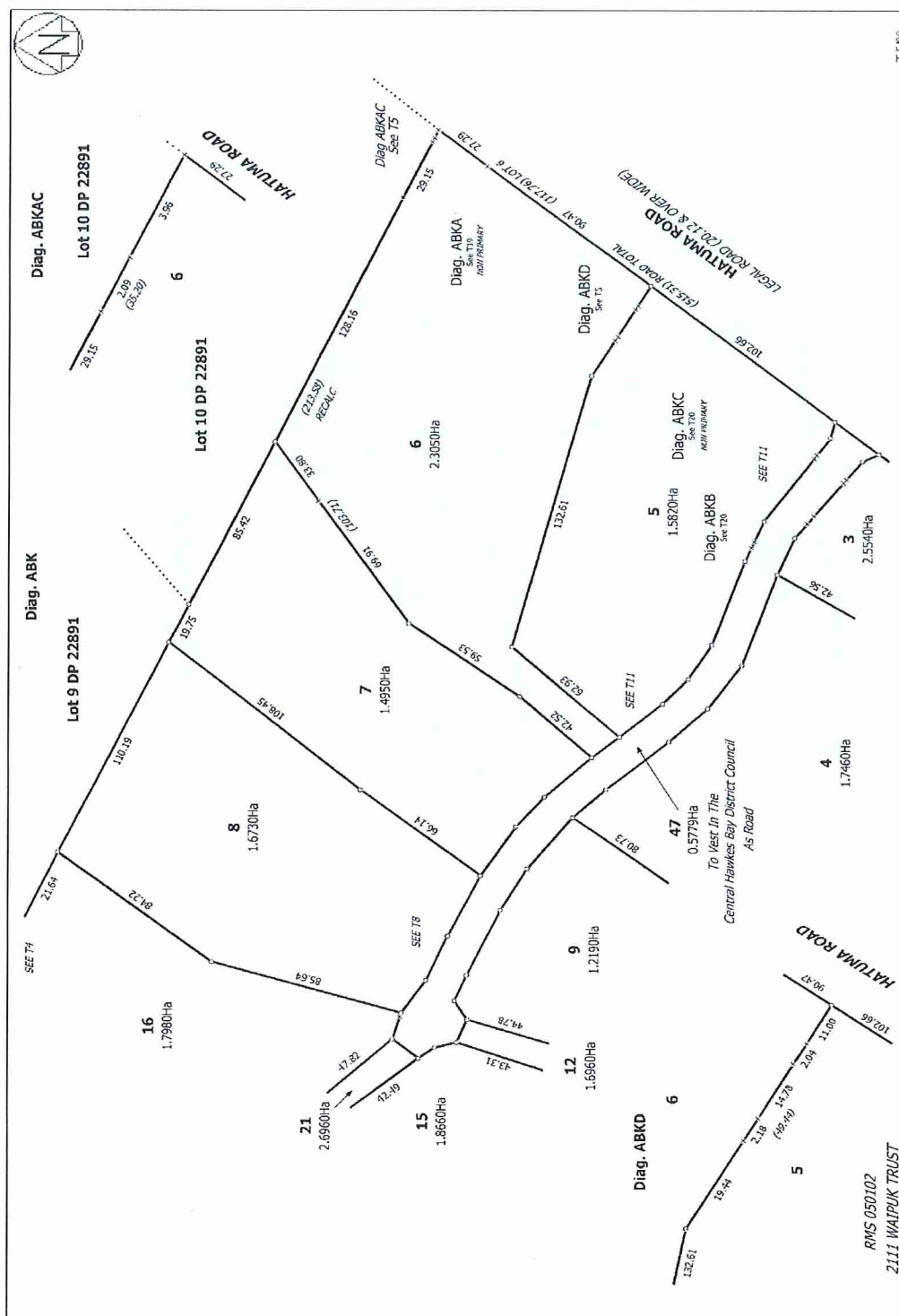
Appurtenant hereto is a right to convey water created by Easement Instrument 8033913.3 - 19.12.2008 at 9:00 am

8033913.4 Variation of the conditions of the easement created by Easement Instrument 7549499.7 - 19.12.2008 at 9:00 am



|                            |                                                                                                                      |                                                                         |                                 |
|----------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------|
| Land District: Hawke's Bay | LOTS 1-24, 46, 47 AND 51 BEING A SUBDIVISION OF LOT 1 DP 18940 AND LOT 2 DP 399583, AND EASEMENT OVER LOT 9 DP 22891 | Surveyor: Guy Deak Perckhurst<br>Firm: Surveying The Bay Ltd (Hastings) | Digital Title Plan<br>DP 383126 |
|----------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------|

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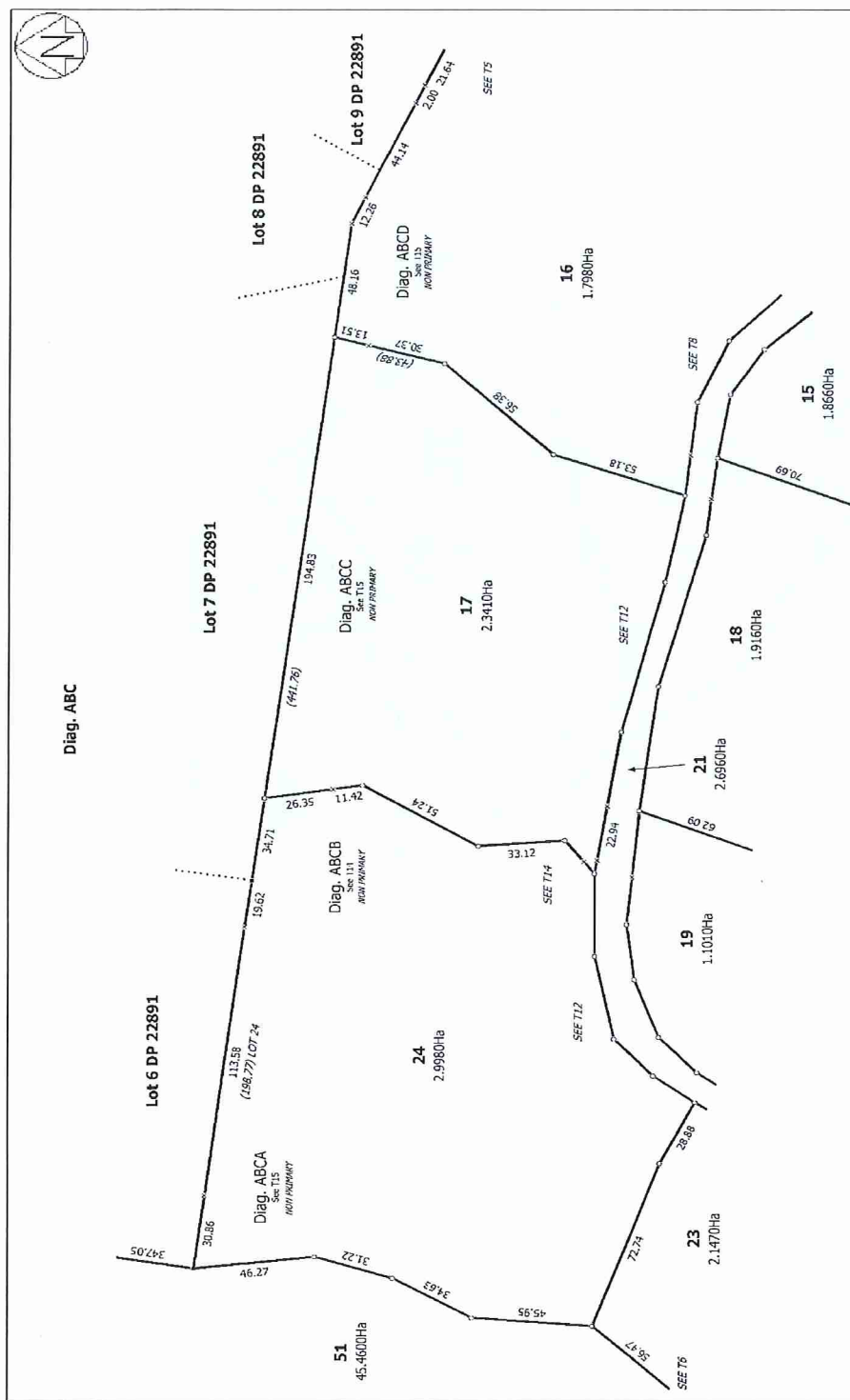
Digital Title Plan  
DP 383126

Deposited on: 21/09/2007

Surveyor: Guy Derek Pondhurst  
Firm: Surveying The Bay Ltd (Hastings)

24, 46, 47 AND 51 BEING A SUBDIVISION OF LOT 1 DP 18940 AND LOT 2 DP 389583, AND EASEMENT OVER LOT 9 DP 22891

Land District: Hawkes Bay  
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Land District Hawke's Bay

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LOTS 1-24, 46, 47 AND 51 BEING A SUBDIVISION OF LOT 1 DP 18940 AND  
LOT 2 DP 389583, AND EASEMENT OVER LOT 9 DP 22891

Surveyor: Guy Derek Pendergast  
Firm: Surveying The Bay Ltd (Hastings)

Digital Title Plan  
DP 383126

Deposited on: 21/06/2007