

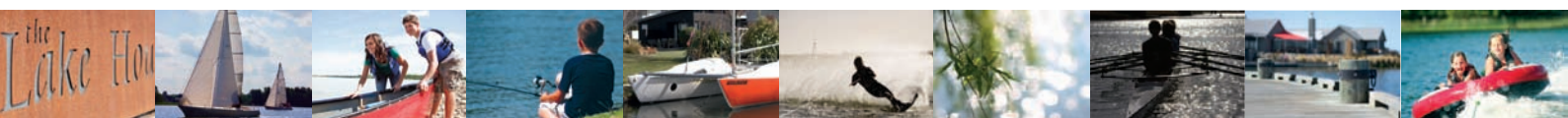
Lake Hood Covenants

RESTRICTIVE COVENANTS - STAGE 1

Restrictive Covenants

A. THE Transferor for a period of 21 years from 1st May 2002 shall not:

1. Subdivide any of the allotments on the plan of subdivision. For the purposes of this clause “subdivide” shall have the meaning given to the expression “subdivision of land” set out in Section 218 of the Resource Management Act 1991 **PROVIDED HOWEVER** that any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Use or permit to be used the within described land for any trading or commercial purpose.
3. Erect or permit to be erected upon any of the allotments:-
 - (i) More than one dwelling and one associated outbuilding unless the Transferee’s approval in writing is first obtained. No dwelling building or other structure (collectively referred to as “building on the land”) shall be of more than two storeys nor exceed 7m above the average ground level of the subject Lot.
 - (ii) A dwelling with an internal ground floor area of less than 120m² excluding any garaging or outbuildings. Any dwelling shall be built on site from an individual design.
 - (iii) Any building on the land of the kitset ‘A’ frame or prefabricated style or form of manufacture unless the Transferees approval in writing is first obtained.
 - (iv) Any building on the land with an external wall cladding, of greater than 20%
 - (a) of James Hardie Weatherboard, (but excluding that Company’s “Linea” or subsequent products) smooth type or similar smooth product or any plank wider than 180mm; or
 - (b) of unpainted or uncoloured corrugated iron.
 - (v) Any pre-used building on the land.
 - (vi) A building on the land with roof cladding of corrugated iron whether unpainted or painted **PROVIDED THAT** Decramastic and Coloursteel (other than corrugated iron) products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
 - (vii) A building or other structure with an exterior cladding comprising second hand building materials (excluding recycled bricks) unless prior written approval from the Transferee is obtained.



- (viii) Any garage outbuilding or fence except in permanent materials to be agreed by the Transferee.
 - (ix) Any boundary fence or fence within the section built of unpainted galvanized iron, polite, cement board panels. No fence or live hedge shall exceed two metres in height; and no fence within the front yard, adjacent to a waterway or boundary fence in front of dwellings within 3m from the road line shall exceed 1.2m in height.
 - (x) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive in terms of design and location, and any garden shed or clothesline shall be sited in such a way as not to be visible from the street.
4. Live on site in temporary accommodation on the land whilst the principal dwelling is in the course of construction.
 5. Construct any road or right of way on any part of the said land, which provides access to any other land adjoining the Transferee's land without the prior approval of the transferee.
 6. Permit or suffer to be upon the land any hoardings, caravans, derelict vehicles, huts or sheds used as dwellings or temporary dwellings.
 7. Carry out landscaping on the road frontage of the Local Authority owned land except in accordance with the general overall landscaping of the road reserve by the transferee, or without prior written approval by the Transferee. The Transferor shall use his best endeavours to water and maintain any plantings and frontages to the standard reasonably required by the transferee.
 8. Bring on to, raise, breed or keep any animals or livestock on the land or in the buildings on the land except to keep a maximum of two family domestic animals limited to dogs, cats or birds unless prior written approval is given by the transferee.
 9. Allow any animal (including dogs and other domestic pets) to be kept in or about the lot and buildings thereon 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 shall not keep on the lot or in any on site building or structure any dog which in whole or part resembles the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.



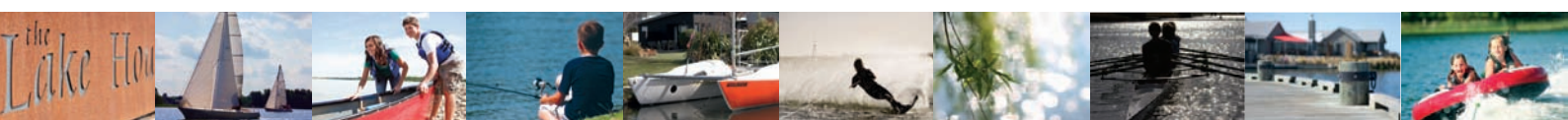


- 10. Use or permit the use of any lot for institutional residential purposes. For the purposes of this clause “institutional residential purposes” shall include the but not be limited to the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.
- 11. Use adjacent or abutting land and footpaths for access or dumping of rubbish.
- 12. Withhold consent unreasonably to any application for planning approval for any commercial or other activity approved by the Transferee [including, but not by way of limitation the raising or lowering of the water level in the lake] or a Special Liquor Licence relating to any specific activity which is to take place on any land that is owned by the transferee and which activity is approved by the transferee.
- 13. The Transferor shall not construct any building on the foreshore without the Transferee’s consent and shall not otherwise act contrary to the transferee’s rules regarding foreshore structures.

B. THE Transferor of Lots 13-21 inclusive and Lots 23 and 24 for a period of 21 years from the 1st May 2002 shall not erect or permit to be erected any dwelling mast or aerial or allow any tree shrub or plant to grow to a height greater than 5.8 metres above the average ground level of the subject Lot. On all other Lots the height of any mast or aerial tree shrub or plant shall be restricted to 7 metres above the average ground level of the subject Lot. If any such tree shrub or plant shall exceed this height and thereby obstructs the view of the proprietor of any Lot in the subdivision or results in unreasonable loss of sunlight for adjoining properties the Transferee may at the cost of the Transferor employ a suitably qualified aborist to trim the said tree shrub or plant so that it complies with this restriction.

C. THE Transferor will:-

- 1. Submit building plans to the Transferee prior to the commencement of building and obtain the approval (of the Transferee) to plans for any dwelling or building to be erected on the land such plans to comply with the design guidelines prepared by the transferee. If the Transferee fails to communicate approval or disapproval of the building plans to the transferor within 30 days after the said plans have been submitted to them, then approval of the plans shall be deemed to have been given.
- 2. Maintain the section to an acceptable standard (in the Transferee’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 Transferee reserves the right to have the section mowed and the Transferor agrees to accept liability for such cost plus 50%.





3. Ensure that the exterior of the dwelling building or other structure visible to the public will not remain in an unfinished state for more than six months from commencement of the erection of such dwelling, building, or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust free surface such as concrete, decorative stones, cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling. If such works are not completed in the times specified then the transferee may have the works completed by its employees or agents and the Transferee shall be entitled to recover the costs of such completion works plus a premium of 20% of such costs from the transferor.

D. THE Transferee

1. Reserves the right to vary, modify or waive any of the foregoing covenants so that the Transferee's reasonable expectations of standards for the subdivision are met.
2. Shall not be liable to the Transferor or any third party for any actions it takes or fails to take in respect of the within covenants.

- E. IN the event the Transferor is in breach of any of the conditions contained in A B or C above apart from the condition contained in clause C3 hereof then he will at the request of the Transferee desist from such breach, and remedy such breach. If such remedy is not completed within a reasonable time then the Transferee may have such breach remedied by its employees or agents and the Transferee shall be entitled to recover the costs of such remedy plus a premium of 50% of such costs from the Transferor.**

