

Approved by Registrar-General of Land under No 1995/1004

Annexure Schedule

TRANSFER

Dated

24.1.03

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Continuation of estate or interest or easement to be created:

SCHEDULE B

- I. The transferee shall not erect or permit to be erected or placed on the property**
1. any building, fence over 1.2m high or other structure of any kind whatsoever unless the transferor has approved the following plans and schedules prior to commencement of working drawings and prior to commencement of construction:
 - site plan to scale of 1:200
 - landscape plan to road
 - floor plans and elevation each to scale of 1:100
 - exterior material finishes and colour schedules
 2. any building other than a new single family dwelling house having an internal floor area of not less than 140m² and including such other garages and outbuildings which would normally be appurtenant to a rural residential lifestyle block or which:
 - (a) has an exterior constructed in part or in full with any secondhand materials other than slate for roofs;
 - (b) does not have a fully enclosed basement area (if any);
 - (c) is not completed to enclosed shell only stage within six (6) months of commencement of construction;
 - (d) is not connected to a reticulated electric power supply;
 - (e) is not connected to a septic tank or community sewerage scheme authorised by Kaipara District Council;
 - (f) does not contain a dual flush cistern;
 - (g) incorporates any sheetmetal or other reflective materials in the exterior sheathing;
 - (h) incorporates any garage door which is unpainted or unfinished or uses unfinished materials of any kind except cedar planking
 3. any caravan, hut, garage, shed or transportable home of any kind for residential use

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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4. any re-located or secondhand or used or transportable or temporary dwellinghouse, garage, carport, building or other structure other than a builder's shed for the purpose of the builder's usual day to day use with such builder's shed to be removed on completion of the dwellinghouse PROVIDED THAT a builder's showhome shall be permitted if it has not previously been occupied as a residence.

II. The transferee shall:

1. keep the property free of rubbish and/or debris
2. maintain the property to a high standard including mowing when necessary both the property and any road berm to control weeds and long grass that becomes unsightly from the road and adjoining properties
3. be responsible for the cost of repairing any damage to the berms or rights of way during the construction of buildings or other improvements to the property
4. complete landscaping of the property within six (6) months of completion of construction of the dwelling by providing lawn, paving, trees, shrubs and flowers. The landscaping is to be of a high standard with plans submitted to the transferor for approval before the commencement of work
5. be bound by a fencing covenant within the meaning of Section 2 of the Fencing Act 1978 to the extent the transferor shall not at any time be liable to pay for or contribute towards the cost of construction or maintenance of any fence between the property and any adjoining property of the transferor. This proviso shall not enure for the benefit of any subsequent transferee or proprietor of adjacent property
6. complete the installation of all service connections (including telecommunications and power supply) to the dwelling, garages and outbuildings underground from the point of supply of such services at the boundary of the property.

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III The transferee shall not:

1. damage, conceal, obstruct or interfere with or in any way detract from the structure and signage placed by the transferor on the servient land
2. at any time or times use or allow to be used the property for all or any of the following:
 - (a) the breeding rearing or keeping of pigs
 - (b) the breeding rearing or keeping of fitches
 - (c) the breeding rearing or keeping of dogs in breeding or dog boarding kennels or otherwise, other than the keeping of a reasonable number of the purchaser's own domestic pets
 - (d) commercial poultry operations of any kind
3. interfere with the transferor's plantings required in the Subdivision Landscape Proposal dated 25th September 2001 submitted to and accepted by Kaiapra District Council on 10th October 2001
4. further subdivide the property before 31st December 2008 without the express permission of the transferor. If the property is re-subdivided then each and every parcel of land resulting from such subdivision shall be subject to the same stipulations and restrictions as are contained herein AND FURTHER the transferee covenants with the transferor and each registered proprietor for the time being of each of the lots in the subdivision that they shall obtain from the transferee of each of the said parcels of land resulting from a said subdivision a Deed of Covenant and register a transfer containing the same stipulations and restrictions as are contained herein TO THE INTENT that the same subdivision standards intended by the transferor herein are preserved INCLUDING the installation of underground services only to each new parcel of land resulting from any subsequent subdivision and underground connection only of all services to each and every new building erected thereon

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5. allow any fence, aerial, outbuilding or other structure of any kind (except a single dwelling) to be erected or placed upon the property rising in excess of four (4) metres in height above a level plane over the whole property with such plane being based at the high point of that property nor shall the purchaser allow to be planted or suffer to grow as the case may be any trees or shrubs in excess of four (4) metres above the said level plane TO THE INTENT that the height restriction contained herein shall ensure a reasonable outlook for all time for all blocks comprised in the subdivision to prevent any one property from detracting from the relative openness of the other properties contained within the subdivision EXCEPT that this clause shall not apply to the vendor's plantings required by the Kaipara District Council in the "Subdivision Landscape Proposal" dated 25th September 2001 submitted to and accepted by the Kaipara District Council on 10th October 2001.

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