

LAND COVENANTS TO ENURE

2. Unless otherwise stated herein, the Grantor for itself and its successors in title covenants and agrees with the Grantee for the benefit of each and all of the Benefiting Lots and also separately with each and all of the registered proprietors of the Benefiting Lots to always observe and perform all of the agreements, stipulations and restrictions set out in the Covenants to the intent that they shall forever ensure to benefit the Benefiting Lots.

GRANTOR'S COVENANTS

FENCING

3. The Grantor will not construct, erect, extend or permit any new fence or other dividing structure of any kind provided the Grantor shall be permitted to replace an original fence as shown on the Covenant Plan.
4. Where a fence has been defaced, damaged, destroyed or removed, the Grantor must repair, restore or replace the fence, as the case may be, using the same materials or substantially the same materials as the original fence, painted in the same colour as the original fence and adopted the same or similar design as the original fence. The cost of repairing, restoring or replacing the fence shall be met as follows:
 - 4.1 where the fence is erected on the boundary of Covenanting Lots, then the registered proprietors of the affected Covenanting Lots shall contribute to the cost in equal proportions; or
 - 4.2 where the fence is erected wholly on a Covenanting Lot (i.e. an internal dividing fence) or on the boundary of a Covenanting Lot and Common, then the Grantor shall be solely responsible for the cost;

Provided that where the fence is defaced, damaged, destroyed or removed by the wilful or negligent act of a registered proprietor or occupier of a Covenanting Lot then that registered proprietor shall be solely responsible for the cost of repairing, restoring or replacing the fence.

EXTERIOR ALTERATIONS AND PAINTING

5. The Grantor shall not materially alter the appearance of the exterior of the dwelling or other building or structure on any of the Covenanting Lots including (but not limited to):
 - 5.1 painting or causing to be painted or otherwise coloured or stained the exterior of any dwelling or other building or structure on any of the Covenanting Lots with any colour which materially deviates from the original colour of the dwelling, provided that if the dwelling shares a common wall or walls with another dwelling, the Grantor shall only be entitled to paint the exterior of the dwelling with the exact same colour, with which the dwelling was originally painted; and
 - 5.2 replacing the garage doors with any different materials Or products, including (but not limited to) replacing two single garage doors with one double garage door; and

Addison Stage 3 Covenants

- 5.3 adding a loft or other structure to the dwelling or other building or structure.

Access Way

6. The Grantors of the Covenanting Lots with shares in an Access Way shall in relation to the Access Way in which they have shares be bound by and have the benefit of the Right of Way covenants of the Fourth Schedule of the Land Transfer Regulations 2002 (or equivalent covenants in any re-enactment of those Regulations) as if the Access Way were a Right of Way as described In those regulations and the Grantor and the other registered proprietors of the Covenanting Lots with shares in that Access way are all grantors and grantees in relation to their respective interests.
- 6.1 The Grantors with shares in an Access Way grant to the Grantees, and the Grantees accept, a non-exclusive right to convey electricity under that Access Way for the sole purpose of powering the street lighting installed along that Access Way (and any adjoining Access Ways) on the terms set out in the Fourth Schedule of the Land Transfer Regulations 2002. While the Addison Residents' Society Incorporated (the society) remains in existence, the society shall be responsible for the repair and maintenance (or replacement, as the case may be) of any easement facility installed pursuant to this right (the facility). In performing this obligation the society shall act as the agent of the Grantors and the Grantees and shall be entitled to recover all costs associated with the repairing, maintaining and/or renewing the facility from the Grantors and the Grantees in equal shares, provided that where an act or omission of a party damages the facility, that party shall be responsible for the cost of the repairs made necessary by that act or omission.
- 6.2 The Grantors with shares in an Access Way grant to the Grantees, and the Grantees accept, a non-exclusive right to install and maintain the existing street lights erected on that Access Way for the purpose of providing street lighting along that Access Way (and any adjoining Access Ways) on the terms set out in the Fourth Schedule of the Land Transfer Regulations 2002. While the Addison Residents' Society Incorporated (the society) remains in existence, the society shall be responsible for the repair and maintenance (or replacement, as the case may be) of any street lights and associated equipment installed pursuant to this right (the facility). In performing this obligation the society shall act as the agent of the Grantors and Grantees, and shall be entitled to recover all costs associated with the repairing, maintaining and/or renewing the facility from the Grantors and the Grantees in equal shares, provided that where an act or omission of a party damages the facility, that party shall be responsible for the costs of the repairs made necessary by that act or omission.

LANDSCAPING

7. The Grantor shall keep the Front and Rear Yard in a neat and tidy condition and shall not permit the excessive growth of grass, weeds or plants. If the Grantor fails to comply with these requirements, the Grantee may enter the Covenanting Lot and at the expense of the Grantor and take whatever action it considers necessary to remedy the default.
8. The Grantor shall ensure that no further planting is undertaken and that all existing planting is

Addison Stage 3 Covenants

maintained so that the "no planting zone", as shown on the Covenant Plan, is maintained as a clear area.

9. The Grantor shall ensure that no additional impermeable surface, for example but without limitation, concrete, tiles, bricks, blocks, decking, gravel, stone or shell product is permitted to be placed, erected or laid in the Front Yard or Rear Yard unless otherwise shown on the Covenant Plan or present at the time when the code compliance certificate was first issued for the dwelling.
10. The Grantor shall ensure that:
 - 10.1 any vegetation planted or growing in the Front Yard shall not exceed a maximum height of 1.2 metres except where such vegetation is a tree. For the avoidance of doubt, a tree is characterised by a single trunk (Tree);
 - 10.2. any hedge existing on any Lot, at the time that the initial code compliance certificate for the construction of the dwelling is issued, is not removed;
 - 10.3 any hedges as shown on the Covenant Plan Is to be pruned and maintained at the height of 1.2 metres;
 - 10.4 if a hedge as shown on the Covenant Plan is damaged, destroyed or removed by any means whatsoever, including through no fault of the Grantor, the hedge is replaced with hedge which does not materially differ, in species or size, to the damaged, destroyed or removed hedge;
 - 10.5 any Tree existing on any Lot, at the time that the initial code compliance certificate for the construction of the dwelling is issued, is not removed;
 - 10.6 if a Tree on any Lot is damaged, destroyed or removed by any means whatsoever, including through no fault of the Grantor, the Tree is replaced with a Tree which does not materially differ, in species or size, to the damaged, destroyed or removed Tree;
 - 10.7 any Tree less than four metres in height on any Lot is not trimmed;
 - 10.8 any Tree four metres or greater in height on any Lot is not trimmed to a height below four metres; and
 - 10.9 any Tree on any Lot is not pruned above the height of two metres.

SIGNAGE

11. The Grantor will not:
 - (a) permit any sign or hoarding (for advertising, political purposes or otherwise) to be erected on any Lot except temporary signage related to the marketing of the Lot at the time of sale of it; nor
 - (b) display any "For Rent" sign; nor
 - (c) display more than one "For Sa/e" sign, which sign shall not exceed 500mm x 600mm,

PROVIDED THAT the Grantor shall not display any sign for a period of two years from the date of issue of a separate certificate of title for the Lot of which they are the Registered Proprietor.

IMMOBILE VEHICLES

12. The Grantor will not:
- 12.1. bring on or allow to remain on the Front Yard, Rear Yard or Common any vehicle, equipment, machinery or rubbish (inorganic or organic) which is unsightly; nor
 - 12.2. place or leave any immobile or broken down vehicles on any Road Reserve, Access Way, Front Yard, Rear Yard or Common.

CARPARKING

13. The Grantor shall not park or permit guests, residents, invitees or contractors to park any vehicle on the Road Reserve, Access Way, Common or on the Front Yard or Rear Yard apart from on a properly constructed driveway or parking bay.

ADDITIONAL BUILDINGS AND EXTENSIONS

14. The Grantor shall not erect, install, construct or place or permit to be erected, installed, constructed or placed on the Front and Rear Yard any building, garage, carport, caravan, hut, shed, tent or other structure or appliance of any kind including any air-conditioning unit or similar climate control appliance, house extension, sunroom or conservatory.

EXTERNAL ALARM SYSTEMS

15. The Grantor shall not install, place, attach or permit to be installed, placed or attached to the exterior of the dwelling erected on any Covenanting Lot an alarm system or device of any kind. For the purpose of clarity, the Grantor may install an internal alarm system or device, which may be monitored by an independent company or organisation, provided that the internal alarm system or device has no speakers, noise or nuisance-creating device or devices attached to the exterior of the dwelling erected on the Covenanting Lot.

APPURTENANT EXTERNAL APPLIANCES

16. The Grantor will not install, erect or attach, or permit to be installed, erected or attached, on any of the covenanting Lots or any dwelling erected thereon, any air-conditioning unit or other similar appliance used to monitor or control the temperature, humidity or climate within a dwelling, that would be visible from any Lot, road, right of way, Access Way or pathway.

HOUSING NEW ZEALAND CORPORATION

17. The Grantor shall not sell or lease any Covenanting Lot to Housing New Zealand or any client of Housing New Zealand, nor consent to any sublease or assignment of any lease or other arrangement under which possession of any Covenanting Lot passes to Housing New Zealand or any client of Housing New Zealand.

ACCESS TO DWELLINGS

18. Where a dwelling is constructed 50 that it abuts the boundary of any Covenanting Lot, the Grantor must, on reasonable notice being given, allow the registered proprietor or occupier of the neighbouring Lot (on which the dwelling is erected) reasonable access to the

Addison Stage 3 Covenants

Covenanted Lot for the purpose of maintaining or repairing the exterior wall of the dwelling, and other parts of the dwelling, if access from the Covenanted Lot is reasonably required to perform those works.

19. The Grantor acknowledges that where a dwelling is constructed so that it abuts the boundary of any Covenanted Lot the eaves or spouting of that dwelling may overhang the boundary of the Grantor's Lot. The Grantor shall not bring any proceeding, action or claim against the registered proprietor or occupier of the neighbouring dwelling for removal of, or compensation for, such overhanging eaves or spouting.

ACCESS FOR CONSTRUCTION

20. Where a dwelling is to be constructed so that it abuts the boundary of any other Lot, the Grantor must, on reasonable notice being given, allow the registered proprietor or occupier of that neighbouring Lot on which the dwelling is to be erected, together with their workmen and consultants, reasonable access to the Lot for the purpose of constructing the dwelling PROVIDED THAT this right of access shall only exist for the first residential dwelling to be constructed on each Lot. The Grantor shall take all reasonable steps to ensure that any person authorised to access the Lot pursuant this clause complies with the Covenants and that any damage to the Grantor's Lot is remedied within a reasonable time.

GENERAL RIGHTS AND OBLIGATIONS RELATING TO ACCESS

21. For the purposes of performing any duty or in the exercise of any rights conferred under clauses 18, 19 and/or 20 of these Covenants, the registered proprietor or occupier of the neighbouring Lot may:
- 21.1. enter upon the Covenanted Lot by a reasonable route and with all necessary workmen and/or consultants, tools, vehicles and equipment; and
 - 21.2. remain on the Covenanted Lot for a reasonable time for the sole purpose of completing the necessary work and
 - 21.3. leave any vehicles or equipment on the Covenanted Lot for a reasonable time if work is proceeding.
22. The registered proprietor or occupier of the neighbouring Lot must:
- 22.1. ensure that as little damage or disturbance as possible is caused to the Covenanted Lot or to the Grantor;
 - 22.2. ensure that all work is performed in a proper and workmanlike manner;
 - 22.3. immediately make good any damage done to the Covenanted Lot by restoring the surface of the land as nearly as possible to its former condition; and
 - 22.4. compensate the Grantor for all damages caused by the work to any plants, trees or landscape features or to any buildings, erections, or fences on the Covenanted Lot.

ATTACHMENTS TO EXTERIOR WALL

23. Where a dwelling is constructed on the boundary of any Covenanted Lot so that the dwelling abuts a neighbouring Lot, the registered proprietor or occupier of the neighbouring Lot must not attach or erect or permit the attachment or erection of anything to the exterior wall of that

Addison Stage 3 Covenants

dwelling constructed on the boundary.

SENSOR LIGHTS

24. The Grantor shall ensure that any exterior bulk head sensor light remains operable at all times.

TELEVISION AERIALS

25. The Grantor shall ensure that any television aerials, antenna and/or satellite dishes (of any type, including those for Sky TV or pay television) are installed at the rear of the dwelling constructed on the Lot, below the apex of the roof, so that no part of the aerial, antenna or satellite is visible from the street front, or Common.

WINDOW TREATMENTS

26. The Grantor shall, within one calendar month of being the registered proprietor of any Lot, ensure that either blinds or curtains (of a reasonable standard and quality) are installed on all windows of the dwelling.

WASHING LINES

27. Where no washing line has been erected, installed, attached or placed on a Covenanted Lot as at the date of Code Compliance for the dwelling, the Grantor will not erect, install, attach, place or permit to be erected, installed, attached or placed any permanent clothes or washing line or lines that would be visible from the road, any right of way, access way or pathway.
28. Where a washing line has been erected, installed, attached or placed on a Covenanted Lot as at the date of Code Compliance for the dwelling (Original Washing Line) and that washing line was visible from the road, any right of way / access way or pathway as at the date of Code Compliance, then the Grantor may erect, install, attach or place a replacement washing line provided that any replacement washing line shall be no more visible from any road, right of way, access way or pathway than the Original Washing Line.
29. The Grantor shall not place in the Front Yard, driveway or pathway any temporary clothes dryer, clothes airer or clothes horse of any type.

OUTDOOR FURNITURE

30. The Grantor shall only place outdoor furniture (which includes, but is not limited to/ tables, chairs, umbrellas, benches, hammocks, sun-lounges and BBQs) of a reasonable standard in the Front Yard.

MAILBOXES

31. Where any mailbox constructed on a Covenanted Lot as at the date of the Code Compliance for the dwelling (Original Mailbox), has been defaced, damaged, destroyed or removed, the Grantor shall, within 15 working days, arrange for the Original Mailbox to be repaired, restored or replaced, as the case may be, using the same or equivalent materials so that the

Addison Stage 3 Covenants

repaired, restored or replaced mailbox is substantially the same in appearance as the Original Mailbox.

GRAFFITI

32. If any graffiti is carried out on any dwelling or other building or structure on any Covenanting Lot, the registered proprietor of that Covenanting Lot shall remove the graffiti, and rectify any damage caused by the graffiti, within 48 hours of the graffiti being carried out.

HOUSE MAINTENANCE

33. The Grantor shall ensure that at all times the roof and exterior (including any cladding) of any dwelling constructed on a Covenanting Lot together with any paved or sealed areas are kept in a clean and tidy condition, which may include (without limitation) chemical treatment, water blasting, repainting, staining or otherwise re-treating all surfaces as previously treated, as and when required to maintain the high standard of the appearance of the development on the Land.

OBLIGATION TO REBUILD

34. If any dwelling or other building or structure on any of the Covenanting Lots or any part thereof is destroyed or damaged by any cause whatsoever, the registered proprietor of that Covenanting Lot shall rebuild the dwelling or other building or structure;
- 34.1 to substantially the same specifications; and
 - 34.2 using materials which do not materially differ from the Original materials used;
 - 34.3 so that the dwelling or other building or structure has an appearance which does not materially differ from the initial appearance of the relevant dwelling or other building or structure
 - 34.4 The Grantor shall obtain all necessary consents and carry out such building work in a good and workmanlike manner and in accordance with all territorial authority requirements and consents.

BREACH OF COVENANTS

35. If there should be any breach or non-observance on the Grantor's part of any of the Covenants and without prejudice to any other liability which the Grantor may have to the Grantee and any being made by the Grantee:
- 35.2 pay to the Grantee as liquidated damages the sum of \$100 for each day that the breach continues as the Grantors and Grantee's estimate of actual damages suffered as a consequence of such breach with the actual damages to be resolved by agreement, arbitration or litigation and appropriate adjustments paid; and/or
 - 35.2 upon receiving reasonable notice from the Grantee remedy any breach if capable of remedy on terms and conditions imposed by the Grantee which may involve being required to remove any structure or building material which breaches the terms of the Covenants; and/or
 - 35.3 allow the Grantee the right to lodge a caveat against the Covenanting Lot in breach to protect the sum of any unpaid debt owing to the Grantee on the basis that any unpaid debt shall be deemed to constitute a contractual charge over the Covenanting Lots

Addison Stage 3 Covenants

owing to the Grantee until such time that any debt is fully discharged or otherwise satisfied. The Grantor shall if called upon by the Grantee give the Grantee a registerable mortgage in the standard Auckland District law Society 'All Obligations' mortgage form over the Covenanting Lot to secure those moneys.

36. All expenses and costs incurred in enforcing the Covenants shall constitute a debt due that shall be a charge against the Covenanting Lot and shall be recoverable as liquidated damages.

INDEMNITY

37. The Grantor will at all times indemnify and keep the Grantee and the registered proprietors of the Benefiting Lots indemnified from all losses, costs, claims and demands including from any fines or penalties involved as a result of any statutory breach by the Grantor in respect of any breach or non-observance by the Grantor of the Covenants.

NO CONTRIBUTION TO FENCING

38. So long as Addison Developments Unlimited (Addison) or an associated entity of Addison is the registered proprietor of the Land, the Grantor will not call upon Addison to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any Covenanting Lot provided that this covenant will not enure for the benefit of any subsequent registered proprietor of the Land.