

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

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Surname(s) must be underlined or in CAPITALS.

Land registration district

OTAGO

Grantor

MEADOW 1 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

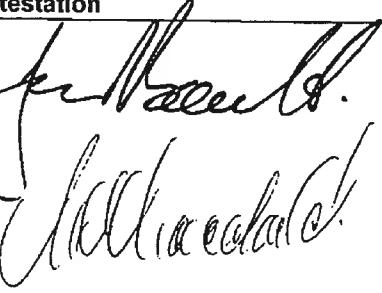
MEADOW 1 LIMITED

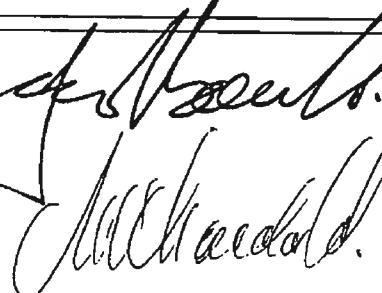
Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, ~~grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).~~

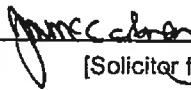
Dated this 5th day of November 2003

Attestation

 Signature [common seal] of Grantor	<p>Signed in my presence by the Grantor</p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed) Witness name</p> <p>Occupation</p> <p>Address</p>
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 Signature [common seal] of Grantee	<p>Signed in my presence by the Grantee</p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed) Witness name</p> <p>Occupation</p> <p>Address</p>
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Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

**If the consent of any person is required for the grant, the specified consent form must be used.*

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



Easement instrument

Dated

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant		Certificates of title 96867 to 96872 and 96874 to 96910 (all inclusive)	Certificates of title 96867 to 96872 and 96874 to 96910 (all inclusive)

Easements or profits à prendre rights and powers (Including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

~~The implied rights and powers are [varied] [negated] [added to] or [substituted] by:~~

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~
~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

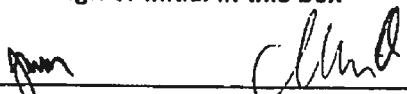
Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~
~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box





Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

FIRST SCHEDULE

1 Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

"Access Lot" means lots 102, 104, 105 and 106 Deposited Plan 323992.

"AGM" means an annual general meeting of the Homeowners Association.

"Association" means the Homeowners Association.

"Building" means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials,

"Building Platform" means those areas marked "W", "X", "Y", "Z", "ZA", "ZQ", "ZB", "ZP", "ZC", "ZO", "ZD", "ZE", "ZF", "ZG", "ZH" on Deposited Plan 323992 and those areas to be specified as building platforms on the plan of subdivision of Lots 22 and 23 Deposited Plan 323992 and which plan, when deposited, will create lots 45 to 60.

"Building Restriction Area" means those areas marked "A" to "V", "ZI" to "ZN", "ZR" to "ZX", "AA", "AC", "AD", "AH", "AI", "CA" to "CH", "ED", "ET" and "FC" on Deposited Plan 323992 and any areas specified as building restriction areas on the plan of subdivision of Lots 22 and 23 Deposited Plan 323992 and which plan when deposited will create lots 45 to 60.

"Butel Park" means the residential development and related facilities arising from the subdivision and development of the land containing 29.2777 hectares being part 2 Deposited Plan 20467.

"Common Area" means lots 103, 107, 108 and 109 Deposited Plan 323992 which are owned by each Lot owner as to an undivided share and to be maintained by the Homeowners Association.

"Commercial Activity" means the use of the land and/or buildings for the display, offering, provision, sale or hire of goods, equipment or services for payment, exchange or other consideration but excludes the management and/or maintenance of any part of Butel Park and the renting or letting of a residential dwelling.

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"Communal Facilities" means the swimming pool (lap pool) gymnasium, tennis court and other recreational facilities constructed on or to be constructed on Lot 108 Deposited Plan 323992.

"Design Controls" means the design controls detailed in the Third Schedule.

"Designated Landscape Area" means those areas identified as Designated Landscape Areas on the Landscape Plan being areas within which tree planting must be maintained and within which height limits on trees apply.

"Dwelling" means a building or group of buildings designed and occupied as a single self contained household unit, whether by one or more persons and includes normal accessory structures such as a garage, garden shed and glasshouse.

"Ground Level" means the finished ground level of a Lot as at the date of deposit of Deposit Plan 323992 and in respect of Lots 22 and 23 Deposited Plan 323992 means the finished ground level of lots 45 to 60 on the plan of subdivision creating lots 45 to 60 as at the date of deposit of that plan.

"Height" in respect of any part of any building means the height of that part of that building measured vertically above Ground Level.

"Home Office" means no more than two rooms in a dwelling set aside for home office/business/commercial activity but excludes any bed & breakfast or other form of commercial visitor accommodation activity.

"Homeowners Association" means the association of Registered Proprietors to be formed in accordance with the provisions in Part A of this instrument.

"Land Covenants" means the covenants set out in this instrument.

"Landscape Plan" means the attached landscape plan.

"Lots" means lots 1 to 6, 8 to 44, and 102 to 109 (all inclusive) Deposited Plan 323992 being the residential lots, Access Lots, Common Area and the Residents Recreation Area and includes any lots created as a result of any further subdivision of Lots 22 and 23 deposited Plan 323992.

"Procedural Rules" means the rules set out in Part B of this instrument.

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"Registered Proprietor" means, subject to clause 27, any registered proprietor of a Lot and any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint registered proprietors of one Lot shall be deemed to be one registered proprietor. "Proprietor" means registered proprietor.

"Residential Dwelling" means a dwelling designed and built for the purposes of permanent living accommodation.

"Residents Recreation Area" means Lot 108 Deposited Plan 323992 which is jointly owned and maintained by the Registered Proprietors of the Lots.

"Visitor Accommodation Activity" means the use of land and/or buildings for short term fee-paying living.

PART A - GENERAL COVENANTS

- 2 Butel Park is a high quality rural residential subdivision to be enjoyed by the Registered Proprietors for the time being of the Lots.
- 3 The covenants herein shall be for the benefit and burden of all of the Lots and shall be enforceable inter se by all Registered Proprietors of the Lots from time to time.
- 4 For the avoidance of doubt, the covenants herein shall not be for the benefit of Lot 7 Deposited Plan 323992 nor shall they be enforceable by or against the Registered Proprietor of Lot 7 Deposited Plan 323992.
- 5 The Registered Proprietors for the time being of the Lots shall comprise the Homeowners Association. Any person ceasing to be a Registered Proprietor of a Lot shall cease to be a member of the Homeowners Association.
- 6 (a) Subject to sub-clause (b) below the functions and obligations of the Homeowners Association shall be carried out by the Homeowners Association Committee. The affairs of the Homeowners Association, and the appointment of the Homeowners Association Committee, shall be carried out in accordance with the Procedural Rules. The first AGM of the Homeowners Association shall be held three (3) months from the date of issue of the Code of Compliance Certificate for the completion of the fifth dwelling built in Butel Park (excluding any dwelling owned by Meadow 1 Limited).

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- (b) Meadow 1 Limited shall carry out the functions and obligations of the Homeowners Association while Meadow 1 Limited owns any Lot or until Meadow 1 Limited notifies all Registered Proprietors in writing that it has ceased to carry out those functions and obligations.
- (c) Subject to sub-clause (e) below the Registered Proprietors of the first four dwellings built in Butel Park (excluding Meadow 1 Limited) (being those for which Code Compliance Certificates have issued) shall comprise an advisory committee to assist Meadow 1 Limited in carrying out the functions and obligations of the Homeowners Association.
- (d) Subject to sub-clause (e) below, upon Meadow 1 Limited ceasing to carry out the functions and obligations of the Homeowners Association pursuant to sub-clause (b) above, those four Registered Proprietors referred to in sub-clause (c) above together with Meadow 1 Limited shall become the Homeowners Association Committee to carry out those functions and obligations until the next AGM.
- (e) A Registered Proprietor may be a member of the advisory committee or the Homeowners Association Committee only if that Registered Proprietor is a Fulltime Resident in Butel Park. Fulltime Resident means that that Registered Proprietor has his or her primary residence at Butel Park. If a Registered Proprietor is a company or trust or other impersonal entity then such Registered Proprietor may nominate as a member of the Advisory Committee or Homeowners Association Committee a person associated with that entity who is a Fulltime Resident in Butel Park.
- (f) While sub-clause (b) above is operative, the affairs of the Homeowners Association shall be carried out in accordance with the Procedural Rules except that the committee elected at any AGM shall be an advisory committee only under sub-clause (c) above until Meadow 1 Limited ceases to carry out the functions and obligations of the Homeowners Association pursuant to sub-clause (b) above.

7 The Homeowners Association shall be responsible for:

- (a) Maintenance and replacement of the Access Lots and all public walkways within the Common Area.

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- (b) Management and maintenance of the Residents Recreation Area and the management, maintenance and replacement of all communal and jointly owned facilities within Butel Park including using its best endeavors to ensure that these areas are generally kept in a tidy condition and free from rubbish.
- (c) Maintaining the landscaping shown on the Landscape Plan within the Designated Landscape Areas including irrigating, maintaining, and replacing if necessary all trees shown on the Landscape Plan (except for any trees removed pursuant to clause 14(c)) and planting additional trees (as determined by the Homeowners Association) within the Designated Landscape Areas.
- (d) Landscaping the Residents Recreation Area and the Common Area including planting any tree(s) or plant(s) on any part of those Common Areas (as determined by the Homeowners Association) subject to any requirement by a Registered Proprietor pursuant to clause 14(d)
- (e) Management and maintenance of the Common Area, the Residents Recreation Area and the Communal Facilities including removal and control of all noxious plants under the Bio Security Act 1993, the repair and reinstatement of any damage to the Common Area land and/or access road, the repair and replacement of any structures on the Common Area land, the regular removal of all refuse, and the removal and control of any matter which may constitute a fire risk.
- (f) Pest control (rabbits, possums, etc) on the Common Area, and on any Lot at the request of and at the cost of the Registered Proprietor of that Lot.
- (g) Building design approval under clause 9.

8 (a) The Homeowners Association may, but shall not be required to, take any action to ensure compliance with any or all stipulations restrictions and covenants contained in this instrument.

(b) The Homeowners Association shall determine any questions arising in respect of the interpretation of this instrument and shall resolve any disputes between Registered Proprietors in relation to any matters covered by this instrument.

(c) Any such dispute between Registered Proprietors shall if necessary be resolved

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by means of the procedures detailed in the Arbitration Act 1996, and in particular Part V of the First Schedule of that Act, with the Homeowners Association as arbitrator.

(d) In resolving any interpretation question or dispute the Homeowners Association shall:

- (i) Implement and be bound by the terms and provisions of this instrument.
- (ii) Subject to sub-clause (i) above, use its best endeavors to arrive at a decision appropriate to the circumstances.

(e) Any costs incurred by the Homeowners Association in carrying out its obligations and rights under this clause 8 shall be payable as determined by the Homeowners Association.

9 (a) All Buildings erected on any Lot, including additions or extensions to existing Buildings, shall be designed and constructed in accordance with the design guidelines detailed in the Design Controls unless the Homeowners Association approves otherwise pursuant to sub-clause (g) below.

(b) The Registered Proprietor of any Lot shall, prior to erecting any Building on that Lot shall submit concept plans of the proposed building to the Homeowners Association, and an architect nominated from time to time by the Homeowners Association for approval. Plans shall be submitted in sufficient detail to enable the nominated architect to assess the design. The Registered Proprietor shall provide to the nominated architect any additional plans, details or other information requested by the nominated architect to enable the design control assessment to be made.

(c) Within 30 days after receiving the plans, and any further information requested, the Homeowners Association shall advise the Registered Proprietor whether the plans are approved. Approval may be given subject to conditions, in which case the approval is only effective if those conditions are complied with.

(d) If for any reason the Homeowners Association or its nominated architect fails to respond within the 30 day period referred to in sub-clause (c) above, the Homeowners Association and its nominated architect shall be deemed to have approved the plans submitted PROVIDED THAT the obtaining of such deemed

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approval shall not in any way waive or discharge the obligation to comply with the specific design controls detailed in the Design Controls.

- (e) The decision of the Homeowners Association and its nominated architect on any design control assessment is final. No Building may be erected upon any Lot unless the design of that Building has been approved in writing by the Homeowners Association and its nominated architect or deemed to have been approved under sub-clause (d) above. Any Building erected without such approval shall be dismantled and removed forthwith if and when required by the Homeowners Association.
- (f) The approval by the Homeowners Association and its nominated architect of plans for the connection of any Building on any Lot shall not constitute or be deemed to be an approval of similar plans for any other Lot or Lots, and the Homeowners Association may, at its discretion, withhold its approval of identical or similar plans or specifications subsequently or additionally submitted for approval by the same or any other Registered Proprietor.
- (g) The Homeowners Association and its nominated architect may, in its discretion, waive compliance with any aspect of the Design Controls if in the opinion of the Homeowners Association, the granting of such waiver will not be contrary to the intent and spirit of the Design Controls.
- (h) The Homeowners Association may from time to time, by notice in writing to the Registered Proprietors of all Lots, vary its procedure for the submission and approval of plans and specifications provided that no such variation may materially alter the rights and obligations arising under this clause.
- (i) Any design control approval given under this clause 9 shall lapse if construction of the Buildings subject to that design control approval has not commenced within two years after the approval is given.
- (j) The person submitting plans for design control approval shall pay the reasonable costs incurred by the Homeowners Association and its nominated architect in assessing such plans as the Homeowners Association directs, which may include a requirement to pay a fee upon submitting such plans and/or prior to the issue of any decision in respect of such plans, and in either such case the 30 day time period referred to in sub-clause (c) above shall not commence or shall

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cease running until such fee has been paid.

(k) For the avoidance of doubt, the provisions of this clause 9 shall not apply to Buildings existing on Lot 7 Deposited Plan 323992.

10 (a) All Buildings on Lots with a Building Platform must be sited within the Building Platforms.

(b) A Building Platform may be varied if the Registered Proprietor obtains the written approval of:

- (i) The Registered Proprietor of any adjoining Lot and;
- (ii) The Registered Proprietor of any other Lot which the Homeowners Association considers could be affected by varying the platform and;
- (iii) The Homeowners Association, which approval shall be given if sub-clauses (i) and (ii) above have been complied with and the design of the proposed building has been approved under clause 9.

11 The maximum height above Ground Level of any Building and aerials on a Lot, shall not exceed:

- (i) 6 metres on Lots on the Design Urban Edge; and
- (ii) 7 metres on all other Lots.

12 The Registered Proprietor of any Lot shall:

- (a) Not erect, construct, or allow to be erected or constructed on the Lot any Building other than a new dwelling not being a pre-used or second hand building or relocatable building.
- (b) Not erect construct or allow to be erected or constructed on the Building Restriction Areas any fences, Buildings or structures.
- (c) Provide parking on the Lot for at least two vehicles.
- (d) Provide at least one lock up garage or carport on the Lot for motor vehicles

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and/or boats.

- (e) Not park or allow to be parked any, boat, caravan or campervan overnight on the Access Lot and/or Residents Recreation Area and/or Common Area.
- (f) Not use any caravan or campervan or other similar facility for overnight sleeping accommodation on any Lot.
- (g) Irrigate, maintain, and replace if necessary, within the relevant Designated Landscape Area, any trees shown on the Landscape Plan situated on the Lot (failing which the Homeowners Association may enter onto that Lot and carry out such works as may be necessary to carry out its obligations under clause 7(e)).
- (h) Not erect or allow to be erected on the Lot:
 - (i) Any gate across the vehicular entrance to the Lot which is higher than 1.5 metres.
 - (ii) Any gateposts or columns adjacent to any part of the vehicular entry to the Lot other than a maximum of two matching gateposts or columns each of which may be no higher than 1.8 metres above Ground Level and no wider on any side than 0.7 metres.
 - (iii) Any boundary or perimeter or other fence incorporating shade cloth, netting, wire, pipe, corrugated metal, unpainted fibrolite, or unpainted timber other than hardwoods or tanalised timber.
 - (iv) Any wall or fence on or around the Lot higher than 1.5 metres above Ground Level.
 - (v) Any above ground electrical, telephone or other wires.
- (i) Provide for all storm water falling on roofs and buildings to be collected and disposed of in an onsite storm water soakage pit designed and constructed to Queenstown Lakes District Council standards.
- (j) Not erect or allow to be erected on the Lot any sign visible from outside the Lot which is larger than 1200cm² and higher than 1 metre above ground level. NB:

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This clause shall not apply to real estate sale signs when a Lot is for sale. Such signs shall be limited to a maximum of two separate real estate signs each no larger than 3,000cm² and no higher than one metre above ground level.

- (k) Maintain all exterior painting and other exterior surface materials to a reasonable standard appropriate to a high quality residential neighbourhood.
- (l) Complete construction of any dwelling within 12 months after the formation of the foundations of that dwelling and complete site landscaping including lawns no later than 6 months after completion of the dwelling.
- (m) Not use or permit any part of any Lot or dwelling to be used for or Commercial Activity other than for:
 - (i) a Home Office; or
 - (ii) a short term home stay business,and not make any application at any time (by way of resource consent or plan change or otherwise) for any use of the Lot other than for a dwelling (which may include a Home Office or a short term home stay business as described above) without the prior written consent of the Homeowners Association, which consent may be given or withheld at the entire discretion of the Homeowners Association.
- (n) Not erect or allow to be erected on the Lot more than one dwelling, except that this shall not apply in respect of Lots 22 and 23 Deposited Plan 323992 and any lots subdivided from them.
- (o) Not keep any livestock or animals on the Lot other than household domestic pets for household domestic purposes. The term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, etc.
- (p) Not make or allow the making of any fire on the Lot outside a dwelling except where such fire is located within an appropriate barbecue area or fitting.
- (q) Not discharge or allow to be discharged any firearm on the Lot or elsewhere within Butel Park.

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- (r) Not use or allow to be used any chainsaw, motor mower, mechanical weed eater or other noisy mechanical device on the Lot before 9am or after 7pm on any day.
- (s) Not play or use or allow to be played or used any live music or any radio, television set, record, tape or disc player or amplifier or other electrical musical appliance on the Lot that can be heard beyond the boundaries of the Lot.
- (t) Not install or allow to be installed any outdoor light which shines directly on to any other Lot or in respect of which the bulb is visible from any other Lot.
- (u) Not use any motorbike or motorcycle, including any three wheeled and four wheeled motor bike, within Butel Park other than on sealed areas of the Access Lot for transportation purposes only, and in particular shall not drive any such vehicle recklessly and/or at excessive speed and/or in a manner which is likely to or does cause any damage to the Access Lot) and/or on the lakeshore and/or in such a manner that constitutes a nuisance in the opinion of the Homeowners Association.
- (v) Not deposit or allow to be deposited on an Access Lot, Residents Recreation Area or Common Area any rubbish, grass, vegetation or any other substance except with the written consent of the Homeowners Association.
- (w) Not erect any satellite dish with a diameter greater than 0.7 metres.
- (x) Not subdivide (which term includes any unit title or cross lease subdivision) any Lot provided that this sub-clause shall not apply to any boundary adjustment which does not result in the creation of a greater number of separate titles than existed prior to the boundary adjustment nor shall it apply to any subdivision of Lots 22 and 23 on Deposited Plan 323992.
- (y) Not to store or utilise on any Lot any gas tank other than one 10kg tank.

13 (a) All dwellings in Butel Park shall be constructed by a builder or builders approved by the Homeowners Association.

(b) During the construction of a dwelling on a Lot the Registered Proprietor shall ensure that the Lot is generally kept tidy and that no rubbish is allowed to escape or be deposited onto any adjoining Lot or any Access Lot or the Residents

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Recreation Area and that no damage is done to any part of the roadway and/or footpath and/or landscaping on the Access Lot.

(c) During construction of any dwelling no building activity shall take place outside the hours 8:00am to 7:00pm on any weekday and 9:00am to 6:00pm on any Saturday, Sunday or public holiday.

14 (a) No trees, shrubs or other plants shall be allowed to grow higher than the Building height limit for any particular Lot as provided for in clause 64(v) below. PROVIDED THAT the height limits in this sub-clause shall not apply to trees shown on the Landscape Plan and/or any trees planted or growing within any Designated Landscape Area.

(b) If any Registered Proprietor, in the opinion of that Registered Proprietor, is adversely affected by any tree, shrub or plant growing to a height in excess of the height permitted under sub-clause (a) above then such Registered Proprietor, or a representative of the Homeowners Association on behalf of such Registered Proprietor, may enter onto the Lot on which the offending tree, shrub or plant is located, and may trim the offending tree, shrub or plant to the maximum height permitted under sub-clause (a) above.

(c) The Homeowners Association shall have the right to move or remove any trees shown on the Landscape Plan in order to create a view corridor or corridors from any specific building platform in which case the Landscape Plan shall be deemed to be amended to the extent of such movement or removal.

(d) If any tree or plant (excluding any tree shown on the Landscape Plan and any tree planted or growing within a Designated Landscape Area) on the Access Lot or the Residents Recreation Area adversely affects any view from any Lot then the Registered Proprietor of such Lot may request the Homeowners Association to remove or top such tree to the maximum height specified in subclause (a) above failing which subclause (b) above shall apply.

15 (a) No Registered Proprietor shall allow any broom, gorse, thistles, other noxious weeds, undergrowth, dried or rank grass to grow or remain on the Lot.

(b) If any Registered Proprietor is in default under sub-clause (a) above then either the Homeowners Association or the Registered Proprietor of any adjoining Lot

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may give 14 days notice to that Registered Proprietor requiring such vegetation to be removed failing which the person or body giving such notice shall be free to enter upon the Lot to remove that vegetation and shall be entitled to recover the cost of such removal from that Registered Proprietor as a liquidated debt.

Costs

16 All costs incurred by the Homeowners Association in respect of the following matters shall be communal costs to be apportioned amongst and paid by the Registered Proprietors of the Lots:

- (a) Cost incurred by the Homeowners Association in complying with the obligations detailed in clause 7.
- (b) Costs incurred by the Homeowners Association in taking any action under clause 7 to the extent that such costs are not able to be recovered by the Homeowners Association from the person(s) or body against whom that action is taken.

except that all costs incurred by the Homeowners Association in respect of the Access Lots shall be apportioned and paid by the Registered Proprietors of the respective Access Lots in such proportions as the Homeowners Association deems equitable.

17 Costs incurred by the Homeowners Association under clause 16 may include:

- (a) Costs incurred in employing or engaging any person or body to provide any service or carry out any function.
- (b) Reasonable administration costs.
- (c) Professional costs such as legal services, accountancy services, etc.
- (d) Any other costs reasonably incurred by the Homeowners Association in carrying out its responsibilities under this instrument and taking any action authorised to be taken by the Association under this instrument.

18 Prior to each AGM the Homeowners Association shall prepare a budget detailing the expenditure which the Homeowners Association anticipates will be incurred by the Homeowners Association during the year following the AGM. The Homeowners

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Association will forward a copy of that budget to the Registered Proprietor of each Lot along with the notice advising the time, date and place of the AGM so that the budget can be considered prior to the AGM and confirmed at the AGM.

- 19 (a) Once confirmed at the AGM, and subject to sub-clause (d) below, the budget shall apply for the year following the AGM. The Homeowners Association shall then levy each Registered Proprietor their appropriate share of that expenditure pursuant to sub-clause (e).

(b) The Homeowners Association may, during the course of any year, issue a special levy to cover any unexpected expenditure incurred by the Homeowners Association, in which case such levy shall be paid as directed by the Homeowners Association.

(c) The Registered Proprietor shall pay any levy in advance, either by a lump sum paid to the Homeowners Association within one month after receipt of the notice advising the levy or by quarterly payments by bank automatic payment authority to the Homeowners Association's bank account or otherwise as directed by the Homeowners Association.

(d) Expenditure incurred and to be incurred by the Homeowners Association shall be apportioned by the Homeowners Association and payable by the Registered Proprietors of the Lots on a per dwelling basis unless, in the opinion of the Homeowners Association, such basis is inequitable, and then any cost may be apportioned in such manner as the Homeowners Association deems equitable in the circumstances.
- 20 (a) Subject to subclauses (b) and (c) below, no person or body shall be liable for any costs and/or levies, other than costs incurred and/or levies made in respect of the period during which that person or body is a Registered Proprietor of the Lot.

(b) The Registered Proprietor of a Lot shall be liable for any outstanding costs or levies payable in respect of any period prior to the date that person or body becomes a Registered Proprietor of that Lot. This sub-clause shall not apply where that Registered Proprietor has obtained written advice from the Homeowners Association prior to becoming a Registered Proprietor of that Lot that no outstanding cost or levy is payable in respect of that Lot. This sub-clause shall also not apply to a Registered Proprietor purchasing from Meadow 1

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Limited.

(c) The registration of a transfer of a Registered Proprietor's interest in any Lot shall not relieve the transferor from any liability arising pursuant to this instrument prior to the date of registration of such transfer.

21 The Homeowners Association may recover from any prior or existing Registered Proprietor of any Lot, as a liquidated debt, any sum payable to the Homeowners Association by that Registered Proprietor by way of levy, reimbursement for costs incurred, or otherwise howsoever pursuant to the provisions of this instrument.

22 The Registered Proprietor of each Lot will indemnify and hold indemnified the Homeowners Association against all or any liability, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise through the Homeowners Association requiring compliance by that Registered Proprietor with any of the provisions of this instrument.

23 (a) If all or part of any sum payable to the Homeowners Association is not paid within 30 days after the date that payment is due to be made, the Homeowners Association may charge interest on that outstanding balance from the date payment was due until the date payment is made at such interest rate which the Homeowners Association considers is an appropriate penalty interest rate.

(b) If all or part of any sum payable to the Homeowners Association is not paid within 30 days after the date that payment is due to be made, the Homeowners Association may disconnect the Lot in respect of which that outstanding payment is due from either or both of the reticulated water supply and sewage disposal systems, and may refuse to allow that Lot to be reconnected to that system or systems until such time as the outstanding sum (including interest) is paid in full. The Registered Proprietor of that Lot shall pay to the Homeowners Association any costs incurred by the Homeowners Association in respect of such disconnection and/or reconnection.

24 The Homeowners Association shall not be liable in any way for any action taken in good faith or for any failure to take any action or for any other matter, consequence, damage, or liability whatsoever arising in any way in respect of or related to Butel Park.

25 The address for service of the Homeowners Association for the purposes of any notice

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or document to be served or delivered pursuant to the provisions of this instrument, including any plans requiring design control approval under clause 8, shall be:

- (a) While clause 6(b) is operative, care of the registered office of Meadow 1 Limited.
- (b) Once clause 6(b) ceases to be operative, at the address for service advised by the Homeowners Association by notice in writing to all Registered Proprietors.
- (c) If no such address for service has been advised the address for service shall be:
 - (i) The postal or residential address of the Chairman for the time being of the Homeowners Association Committee if a Chairman has been appointed;
 - (ii) If no such Chairman has been appointed, the postal or residential address of any member of the Homeowners Association Committee;
 - (iii) If no Committee has been appointed, each and every address for service of the Registered Proprietors of all Lots under clause 26 (i.e. the document must be served on every such address).

26 The address for service of any Registered Proprietor for any notice or document under the provisions of this schedule shall be:

- (a) While there is no dwelling on the Lot, the rating address for that Lot as recorded in the rating records of the Queenstown Lakes District Council;
- (b) Once a dwelling has been erected on a Lot, either the rating address referred to in subclause (a) above or the dwelling situated on that Lot if somebody is residing in that dwelling.

PART B- PROCEDURAL RULES

27 For the purposes of these Procedural Rules:

- (a) the term 'Registered Proprietor' is limited to the registered proprietor(s) as recorded on the Certificate of Title to the Lots; and

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(b) Lot shall mean each Certificate of Title within Butel Park (including, for the avoidance of doubt, any unit title or cross lease title) and includes all further certificates of title issued for lots subdivided from Lots 22 and 23 Deposited Plan 323992.

28 A general meeting of the Homeowners Association, to be called the annual general meeting ('AGM'), shall, in addition to any other meeting, be held at least once in every calendar year and not more than 15 months after the holding of the last preceding AGM. The first AGM shall be held as specified in clause 6(a) of Part A of this instrument.

29 All general meetings other than AGM's shall be called extraordinary general meetings.

30 At least fourteen days' notice of every general meeting specifying the place, the date, and the hour of the meeting, and the proposed agenda, shall be given to all Registered Proprietors PROVIDED THAT accidental omission to give such notice to any Registered Proprietor shall not invalidate any proceedings at any such meeting.

31 Any notice required to be given under these Procedural Rules shall be sufficiently given if delivered personally to the Registered Proprietor concerned or if left or sent by registered letter posted to the Registered Proprietor concerned at the last address of that Registered Proprietor notified to the Homeowners Association or if no such address has been so notified at that Registered Proprietor's address for service pursuant to clause 26 of Part A.

32 At a general meeting the Registered Proprietors entitled to exercise the voting power in respect of not less than one third of the Lots shall constitute a quorum.

33 Save as otherwise provided in these rules, no business shall be transacted at any general meeting unless a quorum is present at that time.

34 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the number of persons present and entitled to vote at the expiration of that half hour shall constitute a quorum.

35 At a general meeting the chairman shall normally be the chairman of the Homeowners

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Association Committee if he is present. If there is no such chairman, or if the chairman is not present or is unwilling to act a chairman shall be elected at the commencement of the meeting.

- 36 All matters at a general meeting shall be determined by a simple majority of votes. In the case of equality of votes the chairman for the time being of the meeting shall have a casting vote as well as a deliberative vote.
- 37 At any general meeting:
 - (a) 1 vote only may be exercised in respect of each Lot.
 - (b) If there is more than one Registered Proprietor of any one Lot present, and there is disagreement between those Registered Proprietors as to who should cast the vote for that Lot or how the vote for that Lot should be cast, the Registered Proprietor entitled to cast that vote shall be the Registered Proprietor whose name appears first on the Certificate of Title to that Lot.
- 38 At any general meeting of the Homeowners Association any person present and entitled to vote on the matter that is under consideration may demand a poll thereon, which shall be taken in such manner as the chairman thinks fit.
- 39 The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded. Where a poll is not demanded, a declaration by the chairman that a resolution has been carried shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded for or against the resolution.
- 40 Any vote to be cast at a general meeting may be exercised personally or by proxy. Where two or more persons are jointly entitled to exercise one vote and wish to do so by proxy, that proxy shall be jointly appointed by them and may be one of them. A proxy shall be appointed in writing. If only one of those persons is present at a meeting and they have not appointed a proxy as aforesaid, that person may exercise the vote.
- 41 A power of voting in respect of a Lot shall not be exercised unless all amounts accrued due and payable to the Homeowners Association in respect of that Lot have been duly paid PROVIDED THAT no power of voting may be suspended pursuant to this clause unless the Registered Proprietor who holds that power has been given seven days notice in writing of the amount of arrears due and of the fact that default in payment will

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result in suspension of voting rights.

- 42 A secretary (who may or may not be a Registered Proprietor) shall be appointed by the Homeowners Association at its first AGM for such term, at such remuneration, and upon such conditions as it may approve. Any secretary so appointed may be removed by the Homeowners Association, either at a subsequent AGM or at an extraordinary general meeting called for that purpose. At any such meeting the secretary shall have the right to attend and be heard.
- 43 The function of the secretary shall be to keep proper books of account in which shall be full, true, and complete accounts of the affairs and transactions of the Homeowners Association and to carry out such other functions as may from time to time be delegated to the secretary by the Homeowners Association.
- 44 The secretary shall in each year prepare a balance sheet showing the Homeowners Association's financial dealings during that year, and shall, within two months after each AGM, send a copy of the latest balance sheet to every Registered Proprietor.
- 45 Notwithstanding anything to the contrary contained in these rules, anything that may be done by the Homeowners Association by resolution passed at a meeting of the Homeowners Association may be done by the Homeowners Association in the same manner or by resolution passed without a meeting or any previous notice being required by means of an entry in its Minute Book signed by each Registered Proprietor. It shall not be necessary for the Homeowners Association to hold an AGM if everything required to be done at that meeting by resolution within the time prescribed for the holding of a meeting is done by means of an entry in its Minute Book signed in accordance with this provision. Any such entry may be signed on behalf of the Registered Proprietor by his agent duly authorised in writing. For the purposes of this rule, a memorandum pasted or otherwise permanently fixed in the Minute Book and purporting to have been signed for the purposes of becoming an entry therein shall be deemed to be an entry accordingly and any such entry may consist of several documents in like form, each signed by or on behalf of one or more Registered Proprietors.
- 46 If there is no Homeowners Association Committee, the responsibility for the matters set out in these rules and the powers given to the committee by these rules shall be those of the Homeowners Association and, unless the context otherwise requires, every reference in these rules to the committee shall be read as a reference to the

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Homeowners Association.

- 47 Once clause 6(b) of Part A of this instrument ceases to be operative, the powers and duties of the Homeowners Association shall be exercised and performed by a committee, subject to any restriction imposed or direction given at a general meeting of the Homeowners Association PROVIDED THAT any expenditure of over \$1,000.00, not being expenditure which the Homeowners Association is legally obliged or previously authorised to incur, shall be referred to a general meeting. Notwithstanding the foregoing provision the amount of \$1,000.00 shall be deemed to be a base figure as at 1 January 2002 and shall be increased by the percentage increase (if any) of the Consumer Price Index (All Groups) during the period commencing 1 January 2002 and ending on the date of the making of any such expenditure.
- 48 (a) The committee shall initially be as established under clause 6 of Part A of this instrument. Thereafter, the committee shall consist of five Registered Proprietors or such other number, being not fewer than three and not more than six, as is fixed from time to time by the Homeowners Association at an AGM.
(b) A Registered Proprietor may be a member of the Homeowners Association Committee only if that Registered Proprietor is a fulltime resident in Butel Park. 'Fulltime resident' shall mean that that Registered Proprietor has his or her primary residence at Butel Park. If a Registered Proprietor is a company or trust or other impersonal entity then such Registered Proprietor may nominate as a member of the Homeowners Association Committee a person associated with that entity who is a fulltime resident in Butel Park,
- 49 The members of the committee shall be elected at each AGM to hold office until the next AGM PROVIDED THAT, unless the committee consists of all the Registered Proprietors, the Homeowners Association may by resolution at an extraordinary general meeting remove any member of the committee before the expiration of that members term of office and appoint another Registered Proprietor in that members place to hold office until the next AGM.
- 50 Notwithstanding any other provision in this schedule, while Meadow 1 Limited is Registered Proprietor of any Lot a representative of Meadow 1 Limited shall at all times be one of the members of the committee unless and until Meadow 1 Limited resigns from the committee.

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- 51 Any casual vacancy on the committee may be filled by the remaining members of the committee.
- 52 The quorum necessary for the transaction of the business of the committee may be fixed by the committee and unless so fixed shall be three.
- 53 If the number of committee members is reduced below the number which would constitute a quorum, the remaining members may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Homeowners Association, but for no other purpose.
- 54 At meetings of the committee all matters shall be determined by a simple majority of votes. In the case of equality of votes the chairman for the time being of the committee shall have a casting vote as well as a deliberative vote.
- 55 Subject to any restriction imposed or direction given at a general meeting, the committee may:
 - (a) Meet for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit PROVIDED THAT it shall meet when any member of the committee gives to the other members not less than seven days' notice of a meeting proposed by that member, specifying the reason for calling the meeting.
 - (b) Employ for and on behalf of the Homeowners Association such agents, contractors and employers as it thinks fit in connection with the exercise and performance of the powers and duties of the Homeowners Association.
 - (c) From time to time elect one of its members to act as chairman and convener of the committee.
 - (d) Delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
 - (e) Whenever it thinks fit, convene an extraordinary general meeting of the Homeowners Association.
 - (f) Set the annual budget for the Homeowners Association.
- 56 The committee shall:

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- (a) Keep minutes of its proceedings.
- (b) Cause minutes to be kept of general meetings and resolutions of the Homeowners Association.
- (c) Cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which all such income and expenditure is received or incurred.
- (d) Prepare proper accounts relating to all money of the Homeowners Association, and the income and expenditure thereof, and arrange for the accounts of the Homeowners Association for each year to be duly audited by an independent auditor, for a copy of the duly audited annual accounts to be sent to each Registered Proprietor before each AGM of the Homeowners Association, and for the duly audited annual accounts to be presented to each AGM of the Homeowners Association PROVIDED THAT the requirement for the accounts to be audited may be waived by the Homeowners Association in general meeting in respect to either or both the previous and the current year.
- (e) On application by or on behalf of a Registered Proprietor or a mortgagee or a proposed purchaser of a Lot, advise the current annual levy payable in respect of that Lot and whether or not there are any levies or other sums outstanding and unpaid in respect of that Lot.
- (f) On application by a Registered Proprietor or a mortgagee of a Lot, or any person authorised in writing by either of them, make the books of account and all minutes available for inspection at all reasonable times
- (g) Upon a requisition in writing made by the Registered Proprietors of 25 per cent of the Lots convene an extraordinary general meeting of the Homeowners Association.

57 No act or proceeding of the committee or of any Registered Proprietor acting as a member of the committee shall be invalidated in consequence of there being a vacancy in the number of the committee at the time of that act or proceeding, or of the subsequent discovery that there was some defect in the election or appointment of any Registered Proprietor so acting, or that that Registered Proprietor was incapable of being or had ceased to be such a member.

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PART C - DESIGN CONTROLS

58 (a) These controls are intended to maintain a standard of structure that reflects the unified village aesthetic of Arrowtown, in both the built and soft landscape elements. The controls are intended to maintain a consistent 'style' throughout the development, based on the existing Arrowtown character. This will provide a continuum of the recognized and valued 'Arrowtown' visual amenity into the new development.

(b) Controls are also listed for landscape works. These are considered to be important in the protecting the setting in which the structures are placed. The European emphasis evident within the tree planting of Arrowtown is acknowledged and shall be carried through into this development.

(c) In identifying the above design philosophy, the design controls listed below have incorporated many of the policies detailed in the Proposed District Plan referring to the maintenance of the Arrowtown aesthetic (refer Section 7 of the PDP.pp.7/41).

General Design Controls

59 In assessing whether to approve any Building design plans, the Homeowners Association shall consider:

(a) Whether the proposed Building(s) are of a high quality design and/or compatible with other Buildings (either existing or already approved but not yet built) in the vicinity and/or the local environment;

(b) The extent to which the proposed Buildings are in harmony with the surrounding area and any existing or approved dwellings;

(c) The influence or effect the proposed buildings may have upon the outlook of adjacent and/or neighbouring dwellings;

(d) The effect of any proposed landscaping within the approved Building Platform;

(e) Individual elements of the design as well as the overall design;

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(f) Any other factor which the Homeowners Association considers relevant.

- 60 The Homeowners Association and its nominated architect may approve or disapprove of any design or any aspect of any design entirely at its discretion and may grant approval with or without conditions.
- 61 These general design controls are intended to be broad, to allow flexibility, to allow adaptability as architectural styles change and develop, to allow the possibility of Butel Park developing a design theme and/or seeking to achieve diversity in design, and to enable those Registered Proprietors who build first to have some influence through the Homeowners Association over the manner in which Butel Park develops.
- 62 The overall intent is that the design of Buildings shall be compatible with the unique mountain environment of Butel Park and appropriate to a high quality residential environment.
- 63 Design Controls

The main components that establish design character (appearance) are:

- Roof colour
- Roof pitch
- Roofing materials
- Exterior cladding
- Building height
- Landscape Controls

64 Building Design Controls

- (i) *Roofing Materials:* All roofs shall be constructed in one of the following elements:
 - Cedar shingles or Shakes in a natural finish
 - Slate: natural or similar as approved
 - Steel corrugated or tray roofing in the following recessive colour range (or similar)
 - Burnt Umber
 - Earth Green

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- Mediterranean Olive
- Ironsand
- Grey Friars
- New Denim Blue

Note: colours sourced from 'Colorsteel' roofing colour range. Similar products may be used finished in the above colour range, or similar.

(ii) *Roofing design:* All roofs shall be in single gable form, with pitches varying between 25 and 35 degrees. Lean-to and verandah roof pitches shall be less than the main roof pitch. Subsequent lean-to's shall be a lesser pitch again.

(iii) *Wall claddings:* are to be in one or more of the following:

- Smooth plaster finish
- Horizontal schist
- Natural finish weatherboards
- Painted weatherboard, paint colours to be in recessive hues as approved
- Painted corrugated iron may be used and must be in the colour range detailed above for roofing

The following materials may not be incorporated in the exterior of any building:

- Any brick (painted or unpainted)
- Any fibre cement weatherboards, sidings and roofing
- Any uncoated fibre material
- Any PVC sidings
- Any unpainted iron or steel
- Any unpainted concrete masonry
- Any imitation timber, brick or masonry
- Any metal weatherboards
- Any compressed fibre mineral weatherboards
- Any metal or asphalt based, aggregate covered, tiles or shingles

(iv) *Building Designs:* the following designs/construction techniques are not permitted:

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- Any A-frame design, or construction
- Any timber pole frames, design or construction

(v) *Height Controls:* as follows

- Design Urban Edge - 6m above Ground Level
- Balance of Lots - 7m above Ground Level

65 Landscape Design Controls

(i) *Public Areas:* these areas include street planting, reserve planting and other areas indicated on the plan to be planted by owner. This tree planting will involve the following species:

- Alder
- Maple
- London Plane
- Rowan
- Silver Birch
- Cedar (smaller varieties)
- Spruce (smaller varieties)

Each of the above trees have been selected due to their presence throughout the Arrowtown area, and are characterized by their strong autumn colours and height (less than 8m high at maturity).

(ii) *North-eastern boundary planting (OS-IND):* this area provides the distant foreground views to the hillscapes behind. These hills are valued for their prominent golden colour throughout the autumn months.

To aid the blending of the proposed development with this adjacent landscape, tree species to be planted along the north-eastern border have been selected for their seasonal displays of yellow/golds autumn colours. There have also been evergreen species added to the list to provide year round screening of the development from north-eastern neighbouring properties. These species are as follows:

- Black Locust var. 'Frisia'
- Golden Ash

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- Maple (golden shades)
- Spruce (smaller varieties)

(iii) *Private lot tree planting:* In order to create a unified aesthetic throughout Butel Park the following are preferred tree species to be used by Registered Proprietors within private landscaping

- Alder
- Black Locust var. 'Frisia'
- Golden Ash
- Maple
- London Plane
- Rowan
- Silver Birch
- Cedar (smaller varieties)
- Spruce (smaller varieties)

(iv) *Fencing:* All fencing between Lots shall be standard post and wire, or post and rail/wire combination, not to exceed 1.2 in height.

(v) *Street lighting:* Street lighting shall be kept to a minimum, in order to retain the rural character of the area. Streetlights shall therefore be located at all main intersections and turns along the main subdivision loop road. Low down-lighting shall be used where further lighting is required (e.g. within estate courtyards).

The proposed streetlights shall be supplied by Kendler Lighting, as per the following specifications:

- Waterford Mew street light in black matt finish, on Manchester column. Length of column in Resene 'Montana' with matt finish, and black matt base. Lamp and bulb to match those used for Waterford Mew. Lamp at height of 5.5m above finished ground level.
- Down lighting shall be set into recycled timber bollards, set approx. 1m high above finished ground level.

66 Conflict

If there is a conflict between the terms of this instrument and the Consent Notice

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Approved by Registrar-General of Land under No. 2002/5032

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registered against the titles to the Lots, the terms of this instrument shall prevail, except where to do so shall breach the terms of the Consent Notice. It being the intention that the terms of the Consent Notice establish minimum standards with greater specifications provided by the Design controls in this part of this instrument.

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Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Easement

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under
Mortgage no.)

**ANZ BANKING GROUP (NEW ZEALAND)
LIMITED**

Mortgagee under Mortgage no. 5311889.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

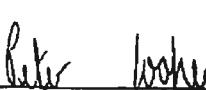
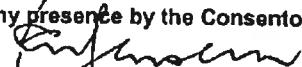
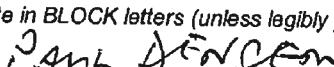
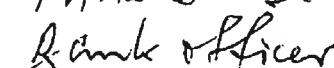
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the creation of the land covenants set out in this Easement Instrument

Dated this 5th day of November 2003

Attestation

 Signature of Consentor	Signed in my presence by the Consentor  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name  Occupation  Address 

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

ANZ BANKING GROUP (NEW ZEALAND) LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Peter Richard Cooper of Wellington in New Zealand, Associate Director of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1. By Deed dated 12 February 2003, I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.
3. This Deed is registered with Land Information, New Zealand, Dealing Number PA 5535450.1.

SIGNED by the abovenamed)
Attorney at Wellington on this)
5th day of November 2003.)

Peter Cooper

CONSENT

ANZ Banking Group (New Zealand) Limited the mortgagee under and by virtue of memorandum of mortgage number 5311889.3 hereby consents to the deposit of Plan 323992 (Otago Registry) including the registration of the Consent Notice, the vesting of certain lands as reserves and roads, and the drawing of titles in accordance with Deposited Plan 323992 but without prejudice to the mortgagees rights powers and remedies under the said mortgage.

Dated this 5th day of November 2003

Signed by **ANZ Banking Group
(New Zealand) Limited**
by its attorney

Peter Looper

Erinson

Witness to the execution by ANZ Banking Group (New Zealand) Limited

Name: Paul Jensen (PAUL JENSEN)

Occupation: Bank Officer

Address: Wellington

ANZ BANKING GROUP (NEW ZEALAND) LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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SIGNED by the abovenamed)
Attorney at Wellington on this)
5th day of November 2003.)

Pete Cooper

BUTEL PARK

Structural Planting Plan
PREPARED AND DRAWN BY BAXTER BROWN LTD. ON APRIL 1973 SCALE 1:10000001 NRP-2184-APP/

LEGEND:

- SITE BOUNDARY
- LOT BOUNDARY
 **MAPLE** LEAVES OF TURBOK GRASSLAND
SUBSTRATE
 **CEDARA & SPRUCE MBS**- ALDER
 **LONDON PLANE**
 **MAPLE**- ROSE
 **SILVER BIRCH**- BLACK LOCUST var. **TREES**
 **GARDEN ASH**- SILVER AND RED BEACH BSK

Note : all times indicated on the plan are to be started by the surveyor

