APPENDIX A

RECORD OF TITLE

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir
Registrar-General
of Land

Identifier	**831028**
Land Registration District	**South Auckland**
Date Issued	12 June 2018

Prior References
808265

Estate	Fee Simple
Area	5029 square metres more or less
Legal Description	Lot 28 Deposited Plan 522977

Registered Owners
Quattro Property Holdings Limited

Interests

11132886.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 12.6.2018 at 9:26 am

Subject to a right (in gross) to drain water over part marked T on DP 522977 in favour of Waikato Regional Council created by Easement Instrument 11132886.4 - 12.6.2018 at 9:26 am

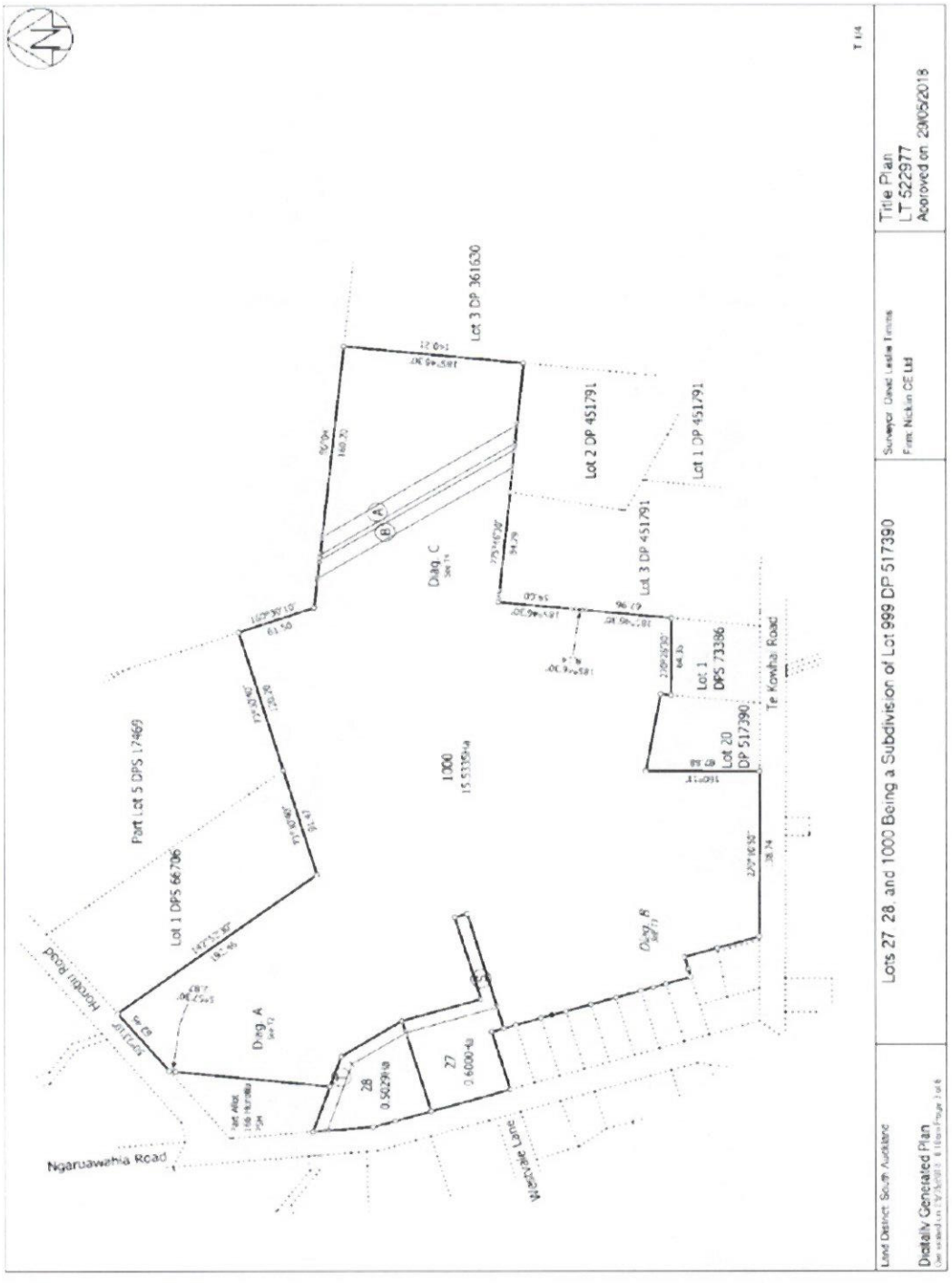
The easements created by Easement Instrument 11132886.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 11294173.9 - 5.3.2019 at 3:51 pm (Limited as to duration)

11401280.3 Mortgage to Westpac New Zealand Limited - 2.4.2019 at 4:34 pm

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

Identifier **831028**



Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

View Instrument Details

Instrument No.	11132886.3
Status	Registered
Date & Time Lodged	12 Jun 2018 09:26
Lodged By	McMonagle, Jade Sacha
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Computer Registers	Land District
831027	South Auckland
831028	South Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Jade Sacha McMonagle as Territorial Authority Representative on 12/06/2018 09:18 AM

***** End of Report *****

© Copyright: Land Information New Zealand

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

CONSENT NOTICE PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT 1991

Waikato DISTRICT COUNCIL

www.waikatodistrict.govt.nz

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER of a Consent Notice pursuant to Section 221 of the Resource Management Act 1991 ("the Act")

and

IN THE MATTER of a subdivision Consent pursuant to Sections 104, 108, 220, and 221 of the Act

I, GAVIN JOHN ION Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 522977, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Computer Freehold Register for Lots 27 and 28 on Deposited Plan 522977.

First Schedule

An estate in fee simple in all those parcels of land containing 16.6355 hectares more or less being Lot 999 on Deposited Plan 517390 and being all of the land comprised and described in Computer Freehold Register 808265.

Second Schedule

1. The Owners of Lots 27 and 28 shall, at the time of application for building consent, ensure to the satisfaction of the Council that the restrictions and recommendations identified in the Soils and Site Assessment Report prepared by Phoenix Consulting Engineers Limited dated 28 June 2016, reference number 160507 ("the Soils and Site Assessment Report) for foundation design and onsite wastewater disposal designs within the site are complied with, unless an alternative report, undertaken by a suitably qualified and experienced Engineer (Geo Professional), is approved in writing by the Council. A copy of the Soils and Site Assessment Report can be obtained from the Waikato District Council.

2. The Owners of Lots 27 and 28 shall, at the time of application for building consent, ensure to the satisfaction of the Council that the restrictions and recommendations in the Stormwater Management Plan prepared by Wainui Environmental Limited dated 23 August 2017 ("the Stormwater Management Plan"), for stormwater management within the site are complied with, unless an alternative report, undertaken by a suitably qualified and experienced Engineer is approved in writing by the Council. A copy of the Stormwater Management Plan can be obtained from the Waikato District Council.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

Waikato DISTRICT COUNCIL

www.waikatodistrict.govt.nz

3. The Owners shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Ngaruawahia this 26th day of April 2018

G. J. Ion

GAVIN JOHN ION
Chief Executive
SUB0021118 – Stage 1B

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

View Instrument Details

Instrument No.	11132886.4
Status	Registered
Date & Time Lodged	12 Jun 2018 09:26
Lodged By	McMonagle, Jade Sacha
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
831027	South Auckland
831028	South Auckland

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10754693.1 has consented to this transaction and I hold that consent ☑

Signature

Signed by Jade Sacha McMonagle as Grantor Representative on 12/06/2018 09:18 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Jade Sacha McMonagle as Grantee Representative on 12/06/2018 09:19 AM

***** End of Report *****

© Copyright: Land Information New Zealand

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

Easement instrument to grant easement

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

TE KOWHAI ESTATES LIMITED

Grantee

WAIKATO REGIONAL COUNCIL

Grant of easement

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Drain water	S on Deposited Plan 522977 T on Deposited Plan 522977	Lot 27 Deposited Plan 522977 Lot 28 Deposited Plan 522977	In gross

MTB-237021-55-2-V1:KM

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

Easements rights and powers (including terms, covenants and conditions)

Continue in additional Annexure Schedule, if required

1. The implied rights and powers in Schedule 4 to the Land Transfer Regulations 2002 ("Regulation Schedule") are implied in this instrument and are varied by the provisions set out in Annexure Schedule 2.

2. Where there is a conflict between the provisions set out in Annexure Schedule 2 ("the Modifications") and the provisions of the Regulation Schedule, the Modifications must prevail.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

Annexure Schedule 2 Page 3 of 5 Pages

insert instrument type

Easement instrument to grant easement

(continue in additional Annexure Schedule if required)

Right to Drain Water

1. That clause 4 of the Regulation Schedule is negatived as to subclauses (2) and (3) and in subclause (1):

   (a) the words "from the dominant land" are omitted,

   (b) the words "by piped drains" are added after the word "facility".

2. The easement facility referred to in 1 (a) and (b) above is the easement facility laid or to be laid along and including the areas marked S and T on Deposited Plan 522977.

3. The rights and powers implied in the right to drain water easement are those prescribed by the Land Transfer Regulations 2002.

Rights and Powers Applying to the Easement Created by this Instrument

1. The term of this easement is 1,000 years from the date of this Instrument.

2. That without derogating from clause 10(2) of the Regulation Schedule:

   (a) The Grantor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of car parking, planting or landscaping, nor deposit any fill on the easement facility or stipulated course or stipulated area, without the prior written consent of the Grantee;

   (b) the Grantor shall not grant any easement or any other right over the stipulated course or stipulated area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument; or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the stipulated course or stipulated area.

3. That clause 11(1) of the Regulation Schedule is negatived. The Grantee is responsible for arranging the repair and maintenance of the easement facility and the stipulated course and for the associated costs, so as to keep the facility and stipulated course in good order and to prevent it from becoming a danger or nuisance.

4. For the purpose of performing any duty or in the exercise of any rights implied in this Easement instrument, the Grantee may:

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

Annexure Schedule Page 4 of 5 Pages

insert instrument type

Easement instrument to grant easement

(a) enter upon the servient land by the most practicable route from the nearest public street across any part of the servient land;

(b) remain on the servient land for a reasonable time for the purposes of completing any work;

(c) bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things which may be necessary for the purposes of completing the necessary work;

(d) leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;

(e) sink and make trenches and shafts on the stipulated area;

(f) excavate any clay, gravel, shingle, stones and earth from the stipulated area;

(g) inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the Easement Facility;

(h) generally do and perform such acts and things in or upon the stipulated area as may be necessary or proper for or in relation to any of the purposes of this easement.

5. The Grantee shall:

(a) give the Grantor reasonable notice in writing of its intention to perform any work (including inspection) on the Easement Facility unless an extreme emergency requires immediate action;

(b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the stipulated area;

(c) upon the Grantee disturbing the surface of the stipulated area for any reason, without delay restore the same as nearly as possible to its original condition;

(d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this Easement Instrument but the Grantee shall not be responsible for the cost of removing or damaging any fence, building or improvements or trees upon, or any tree roots growing within, the stipulated area, as prohibited under clause 2.

6. The Easement Facility and any other structures, plant or equipment erected or installed by the Grantee on the stipulated area shall be the property of the Grantee.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

Annexure Schedule Page 5 of 5 Pages

Insert instrument type

Easement instrument to grant easement

7. Nothing contained or implied in this Easement Instrument shall be construed so as:

   (a) to compel the Grantee to exercise all or any of the rights granted by this Easement Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;

   (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

View Instrument Details

Instrument No.	11294173.9
Status	Registered
Date & Time Lodged	05 Mar 2019 15:51
Lodged By	Peacocke, Emily Rebecca
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
808262	South Auckland
831027	South Auckland
831028	South Auckland
848349	South Auckland
848350	South Auckland
848351	South Auckland
848352	South Auckland
848353	South Auckland
848354	South Auckland
848355	South Auckland
848356	South Auckland
848357	South Auckland
848359	South Auckland
848360	South Auckland
848361	South Auckland

Annexure Schedule: Contains 7 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Emily Rebecca Peacocke as Covenantor Representative on 21/03/2019 12:16 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Emily Rebecca Peacocke as Covenantee Representative on 21/03/2019 12:16 PM

***** End of Report *****

© Copyright: Land Information New Zealand

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Te Kowhai Estate Limited, Byson Limited

Covenantee

Te Kowhai Estate Limited, Byson Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A *Continue in additional*
Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lot 20 DP 517390 (808262), Lots 27, 28 DP 522977 (831027, 831028), Lot 6 DP 527122 (848349), Lots 16 – 19, 21 DP 527122 (848353-848357), Lots 2000, 3000, 4000 DP 527122 (848359 – 848361), Lots 13 – 15 DP 527122 (part 848350 – 848352)	Lot 20 DP 517390 (808262), Lots 27, 28 DP 522977 (831027, 831028), Lot 6 DP 527122 (848349), Lots 16 – 19, 21 DP 527122 (848353-848357), Lots 2000, 3000, 4000 DP 527122 (848359 – 848361), Lots 13 – 15 DP 527122 (part 848350 – 848352)

KCJ-454054-11-71-3:tw

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].~~

[Annexure Schedule A].

KCJ-454054-11-71-3:tw

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

ANNEXURE SCHEDULE A

Covenant Provisions

The Covenantor acknowledges and agrees with the Covenantee that the property is part of a development undertaken by the developer **TE KOWHAI ESTATE LIMITED** which is intended to be established as a modern and well-designed rural residential subdivision situated at 714 Te Kowhai Road and it is desirable that supervision and control be exercised in relation to firstly the nature and type of constructions to be undertaken on the land, and secondly the preservation of amenities within the subdivision.

In recognition of these objectives and for the benefit of all other rural residential Lots comprised in the developer's subdivision, the Covenantor and the Covenantor's successors in the title, agree with the Covenantee and such other persons as are nominated by the Covenantee as follows:

Property Use

1. Not to allow the use of the property other than for ordinary rural residential purposes, or as otherwise permitted by the District Plan.

2. Not to use or permit any trading or commercial activity on the property or for any purpose which may cause a nuisance or disturbance in the surrounding environment, provided however that Lot 20 DP 517390 ("**Lot 20**"), Lots 27 and 28 DP 522977 and Lot 21 DP 527122 may be utilised for daycare, healthcare, café or light commercial provided that Lot 20 shall be the only Lot permitted to operate an early childcare centre requiring a Resource Consent.

3. Not to permit the property to be used for poultry farming, fish farming, animal grazing, boarding and breeding kennels or catteries, or to allow any animals on the land other than domestic pets. Not more than six domestic hens or more than two dogs to be kept on the property. The rearing of up to six lambs and/or calves for pet days will be allowed as will any associated grazing of up to six head of sheep and/or cattle. (Roosters, alpacas or dangerous or aggressive dogs are specifically excluded).

   3.1 Provided however it is specifically acknowledged that while Lot 20 operates an early childcare centre one pig may be kept on Lot 20.

4. Not to cross lease the property or create unit titles thereof or further subdivide the property in any manner.

5. Not to permit any advertisement sign or hoarding of a commercial nature to be erected on any part of the property, unless in accordance with Local Authority Regulations or as allowed pursuant to a consented activity.

6. Not to allow the removal of any soil from the property except as necessary for the construction of any dwelling or associated works on the property.

7. Not to light fires to rid construction materials.

8. Not to permit or cause any rubbish to accumulate or be placed nor to permit any excessive growth of grass or vegetation so that the same becomes long or unsightly.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

9. Not to permit or allow recreational motorcycling or other noisome activity on the land.

10. Not to erect any boundary fence constructed of materials other than post and rail and no fence shall exceed 1.2 metres in height above ground level with the exception of tennis court fencing. It is acknowledged that internal fencing on Lot 20 may exceed 1.2 metres up to a maximum of 1.8 metres.

11. Not to allow any immobile or broken down vehicles to be placed or sited on the property in a position where they are visible from any road.

12. The Covenantor expressly acknowledges that the subdivision is located in a rural area and accordingly there will be noises and activities from time to time associated with farming, pastoral or horticultural production. The Covenantor undertakes that they will not bring any action under the Resource Management Act 1991 or the local Government Acts 1974 and 2002 or any other associated Act to inhibit or prevent the day to day farming, pastoral or horticultural activities of any surrounding land, nor will they object or bring any action or make any submission against any intended subdivision of surrounding land whether under the Resource Management Act 1991 or any other associated/replacement Act.

Dwelling, Design, Size and Completion

13. With the exception of Lot 17 DP 527122 upon which is located the original homestead and Lots 27 and 28 DP 522977 upon which a relocated building may be erected, not to erect nor allow to be erected, constructed or placed any dwelling house which is not a new residential dwelling house, these Lots are specifically exempt from requirements in clauses 14 and 15.

14. The dwelling shall have a minimum gross floor area of 220 square metres (excluding garages, decking or roof overhangs. Enclosed garaging for all dwellings must be attached to the dwelling.

15. That the non-glazed exterior cladding of the dwelling house shall not be less that 90% of any of the following materials:

    a) Kiln fired or concrete brick
    b) Stucco finish on linea polystyrene, concrete block or solid concrete
    c) Stone
    d) Cedar or solid timber
    e) Metal laminate on solid timber
    f) Tilt slab
    g) Linea board

16. Not to allow any form of metal roofing on the property unless the same has been pre-painted.

17. Any new dwelling house, including attached garages, or detached sheds shall be completed within a period of 12 months of commencement. For the purposes of this sub-clause the commencement of construction shall be the initial dig out of the site.

18. Ancillary buildings are subject to the same building design controls as the main dwelling so that they are in keeping with the main dwelling and landscape.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

19. Not to permit or carry out the erection of any temporary building or structure upon any Lot except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of the work.

20. Not to permit or cause the land to be occupied or used as a residence unless:

    (i) A building has been substantially completed in accordance with the terms of these covenants, and

    (ii) The building, plus ancillary buildings are authorised and allowed under the Waikato District Council District Plan and/or the Waikato Regional Council Plan. All such buildings must be permitted and have Council sign off or code of compliance certificates issued once the buildings have been completed.

21. All external components of buildings and structures (including roofs, guttering, spouting, window joinery and above ground water and septic tanks) shall have exterior colours that are visually recessive and/or do not contrast with surrounding natural colours in accordance with the following colours from the British Standard (BS5252 colour range, Groups A and B with a maximum reflectivity of 40% for exterior walls and 30% for roofs).

    21.1 Provided however it is specifically acknowledged that while Lot 20 operates as an early childcare centre they are exempt from these requirements.

22. Not to allow to be transported onto the property any existing prebuilt house or out-building or use any second hand materials in the construction of any permanent buildings.

23. Permit any driveway on the property to be constructed of anything other than a solid permanent surface such as concrete, asphalt, bricks or exposed aggregate finish or similar. The driveway must be completed within 12 months of the Code Compliance Certificate for the dwelling being issued.

24. Permit any driveway, fencing and landscaping in the course of construction to be left without substantial work being carried out for a period exceeding six months or allow any such work to be delayed beyond 18 months of the laying of foundations for any dwelling.

25. Not to allow landscaping or other planting which grows to a height that would obstruct or unduly shade adjacent Lots.

26. To ensure the water tank is dug into the ground to the manufacturers permitted level and ensure any such water tanks are and remain fully screen planted.

27. The Covenantor acknowledges they have been informed of, and are fully aware of all of the conditions relating to the subdivision as set out in Resource Consent SUB0021/18 dated 22 September 2017 and any variation or amendments to the same and further that they will at all times comply with the same.

Miscellaneous

28. The Covenantor agrees to reinstate, replace or be responsible for all costs arising from damage to the landscaping, roading, footpaths, kerbs or other structures in the subdivision arising

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

from the Covenantor's use of the land directly or indirectly through the Covenantor themselves, their agents, or invitees.

29. The Covenantor acknowledges that the Covenantee is not responsible for any fencing or vehicle crossing as developers.

30. The covenants contained herein shall run with the land.

31. In any subsequent stages of the subdivision contemplated by Resource Consent SUB0021/18 (dated 22 September 2017) ("**Consent**") that are subdivisions of any of Lots 2000, 3000 and 4000 DP 527122 (Record of Titles 848359, 848360 and 848361) ("**Further Stage**"), the covenants contained in this instrument will automatically cease to have any effect over any allotment that will vest as road or reserve upon the deposit by LINZ of any survey plan related to that Further Stage. For the avoidance of doubt the Covenantor and/or Covenantee (as the case may be) under the covenants in this instrument consents to the deposit of any survey plan contemplated by the Consent or related to a Further Stage.

Breach of Covenants

32. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in the preceding clauses and sub-clauses the Covenantor covenants for the Covenantor personally and the Covenantor's executors, administrators and assigns that should the Covenantor fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained herein, then without prejudice to any other liability, the Covenantor may have to any registered owner including the Covenantee of the property in the Covenantee's subdivision the Covenantor will:

    a) Pay the Covenantee as liquidated damages the sum of Twenty Five Thousand Dollars ($25,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the Covenantee or the Covenantee's solicitors; and

    b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or remedy any other breach or non-observance of the foregoing covenants.

    PROVIDED and it is further agreed and acknowledged that:

    c) The Covenantor shall only have liability with respect to clause 31(a) above while the Covenantor is a registered owner of the property.

    d) If there is a default or defaults and if:

        i. Such default is remedied within one month of notice in writing requiring the removal of such cause of default; and

        ii. The defaulting party pays all reasonable legal costs and other expenses incurred by the party enforcing the said covenants.

    Then the penal sum prescribed for by clause 31(a) hereof shall be waived **PROVIDED THAT** this waiver shall not apply in respect of any subsequent default of a similar nature.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

The rights and obligations of the developer, **TE KOWHAI ESTATE LIMITED** to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be a registered owner of any Lot in its subdivision and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the registered owners of any Lots in the said subdivision which obtain benefits from the said covenants.

33. The Covenantee will not be required or obliged to enforce all or any of these land covenants, stipulations or restrictions. Nor will the Covenantee be liable to the Covenantor for any breach of these covenants stipulations or restrictions by the registered owners of any of the Lots in the subdivision.

34. The covenants shall run for a period of twenty years from the date of registration of this easement instrument.

Dispute Resolution

35. If a dispute in relation to any of these land covenants arises, the following process must be followed:

    (a) The party initiating the dispute must provide full written particulars of the dispute to any other party/ies;

    (b) The parties must promptly meet in good faith to try and resolve the dispute;

    (c) If the dispute is not resolved within 14 workings days of the written particulars being given to the party/ies the dispute must be referred to arbitration, in accordance with the Arbitration Act 1996 (or any subsequent Act);

    (d) The arbitration must be conducted by a single arbitrator to be agreed between the parties, or failing agreement, the President of the New Zealand Law Society; and

    (e) The decision made by the arbitrator is binding on both parties contained and implied.

Document Set ID: 2244957
Version: 1, Version Date: 20/05/2019