

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covenantee

WFH PROPERTIES 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 covenants(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	See attached Annexure Schedule	See attached Annexure Schedule	In gross

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

The Covenantee when registered owner of the land formerly contained in Records of Title 910378, 910391 and NA126A/441 subdivided the land into lots in the manner shown and defined on Deposited Plan 548998 (hereinafter referred to as the "the Plan").

WHEREAS it is the Covenantee's intention to create a high quality subdivision. To enable this to occur it is the Covenantor's intention to create for the benefit of the Covenantee the land covenant set out in Schedule 2B over the land set out in Schedule 2A (hereinafter referred to as the "Burdened Land")

AND so as to bind the Burdened Land and for the benefit of the Covenantee, the Covenantor **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule 2B hereto so that the covenant runs with the Burdened Land set out in Schedule 2A for the benefit of the Covenantee.

SCHEDULE "2A"

Lot No.	Record of Title	Lot No	Record of Title
67	942243	68	942244
69	942245	70	942246
71	942247	72	942248
73	942249	74	942250
75	942251	76	942252
77	942253	78	942254
79	942255	80	942256
81	942257	82	942258
83	942259	84	942260
85	942261	86	942262
87	942263	88	942264
89	942265	90	942266
91	942267	92	942268
93	942269	94	942270
95	942271	96	942272
97	942273	98	942274
99	942275	100	942276
101	942277	102	942278
103	942279	104	942280
105	942281	106	942282
107	942283	108	942284
109	942285	110	942286
111	942287	112	942288
113	942289	114	942290
115	942291	116	942292
117	942293	118	942294
119	942295	120	942296
130	942297	131	942298
132	942299	133	942300
134	942301	135	942302
136	942303	137	942304
138	942305	453	942306
454	942307	455	942308
456	942309	457	942310
458	942311	459	942312
460	942313	461	942314
462	942315	463	942316
464	942317	465	942318

SCHEDULE "2B"

"Developer" means WFH Properties Limited or their duly appointed agent.

"Developer consent" means written consent which may or may not be provided by the Developer at its sole discretion and upon such terms and conditions (if any) that the Developer deems necessary.

1. The Covenantor shall not erect on the land any dwelling, building, structure or fence or landscaping unless the plans (including site plan, landscape plan, finish and external colour scheme) have received Developer consent. Developer consent shall be deemed to have been given to such plans in respect of any building which has been erected and occupied for a period of five (5) years or more without the Covenantee objecting to same.
2. The Covenantor shall not erect on the land any temporary building or structure whether purpose built or previously erected on other land except as may be necessary during the construction of the permanent buildings provided that all temporary buildings or structures will be removed from the land upon completion of the permanent buildings.
3. The Covenantor shall not permit or suffer on the land:
 - 3.1. Any works to be carried out (including site preparation) prior to the erection and completion of all side, front and rear boundary fences (complying with clause 3.4 below) or, where permanent fencing is not being erected, temporary fencing shall be installed and removed prior to the occupation of the dwelling;
 - 3.2. The use or occupation of the dwelling as a residence prior to the dwelling being completed (including the construction of the driveway, pathways, the erection of a letterbox, the landscaping and seeding of lawns visible from the road boundary, and the completion of all side and rear fences in accordance with Clause 3.4 below) or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation;
 - 3.3. The use or occupation of any dwelling before a Code Compliance Certificate has been issued by the Whangarei District Council in respect of that dwelling.
 - 3.4. Any fence or boundary wall:
 - (i) Of any material containing cement board sheets or panels, corrugated iron or metal sheeting;
 - (ii) On the internal boundaries of a height greater than 1.8m above the surrounding finished ground level;Subject to clause 3.4(iv):
 - (iii) Within 3 metres of the road boundary or boundaries fronting a right-of-way to a height greater than 1.2m above the surrounding finished ground level unless Developer consent is obtained. Approval of fences may be declined at the Developer's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenities; and
 - (iv) On lots which have road frontage on two boundaries, fencing on the secondary road frontage, i.e. the road frontage that does not have vehicular access, of a height greater than 1.8m above the surrounding finished ground level.

- 3.5. Without the Developer's consent the erection of any dwelling house having a floor area less than 160m² including garage. In considering whether or not to grant consent for a smaller dwelling house, the Developer shall consider whether the dwelling house includes quality design features commonly found in larger dwellings.
- 3.6. The use as a roofing material anything of other than tiles (clay, ceramic, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel;
- 3.7. The use as exterior cladding of any material other than clay brick, recycled brick (but only with the Developer consent), stained or painted weatherboard, linear board, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above;
- 3.8. The use as guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;
- 3.9. The attachment, protrusion or establishment from the front of the dwelling house, garage or other structure within 6m of the road boundary of the Property any fixture or allow any storage that is visible from the road and in the Developer's sole discretion is obtrusive including, but not limited to, air-conditioning units, clotheslines, television or radio aerials and gas bottles;
- 3.10. Any rubbish, including builder's waste materials to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 100mm or otherwise leave the land in a condition that, in the Developer's sole discretion may be detrimental to the Developer's subdivision. The Developer shall have the right to remove any building materials from the land or adjoining land, or maintain the land in a reasonable condition to avoid the land being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand;
- 3.11. The removal or relocation of any fence, tree or shrub constructed, installed or planted by the Developer without Developer consent;
- 3.12. The keeping or raising of any livestock, poultry, reptiles or animals of any kind or size on the land or in any building other than domesticated household pets and in particular, without otherwise limiting this restriction, shall not keep on or about the land any dog which in whole or part appears to be a Pitbull Terrier, Rottweiler, Japanese Akita, Japanese Toza, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited;
- 3.13. The erection of any sign on the land other than:
 - (i) A professionally sign written and installed sign marketing the dwelling or section for sale;
 - (ii) With the Developer consent, signage indicating a business. The Developer shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning; and
 - (iii) Unless Developer consent is obtained, any sign larger than 900mm by 600mm where such sign is visible from any road or jointly owned accessway lot or Reserve.
- 3.14. The dwelling to be used as a show home without Developer consent. The Developer shall retain sole discretion over the number of dwellings to be used for show home purposes.

- 3.15. Unpainted sheds or unpainted garages.
 - 3.16. Any garden shed that is visible from any road, jointly owned accessway lot or Reserve.
 - 3.17. Any buildings in the course of construction to be left without substantial work being carried out on them for a period of two or more months.
 - 3.18. Any removal of soil from the land except as shall be necessary for the construction of the dwelling and ancillary buildings.
 - 3.19. Any bus, caravan, trailer or similar that is parked on anything other than a hardstand area.
4. The Covenantor shall:
- 4.1. Complete the vehicle access from the road to the land (including berm and kerb crossing) up to and including metaling (with sealing to completed once construction is completed) or sealing prior to construction of the dwelling in accordance with the plans approved by the Developer.
 - 4.2. Only have vehicle access to the land over the area allocated for vehicle access (including the berm and kerb crossing) in accordance with access point noted on the plans approved by the Developer.
 - 4.3. Complete any buildings within 9 months of laying down the foundations for such buildings, and, within 12 months of laying down such foundations complete all ancillary works such as fencing (if not previously completed) and landscaping.
 - 4.4. Reinstate, replace and be responsible for all costs arising from any damage to landscaping, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the land by the Covenantor or its occupiers, agents or invitees prior to the Developer returning the Damage Remediation Bond to the Covenantor.
 - 4.5. At the time of completing landscaping on the land re-seed and water the berm in front of the land with a seed of a similar variety.
 - 4.6. At all times comply with any plans, conditions, consents or similar imposed on it by any local or regional authority.
5. The Covenantor shall not subdivide the land. Subdivide shall have the meaning "subdivide land" set out in Section 218 of the Resource Management Act 1991.
6. The Developer shall, in respect of any other Lots and subsequent stages, have in its absolute discretion the right to impose additional restrictions or stipulations in any restrictive covenant relating to land in subsequent stages or to omit or vary in its absolute discretion any restrictive covenant.
7. The Developer reserves the right at any time to waive or vary any of these covenants and if called upon to do so the Covenantor will sign any documentation required to give effect to this waiver and/or variation.
8. The Covenantor shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder the Developer and/or the Local Authority from progressing or completing the One Tree Point subdivision. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, Consent Authority or Environment Court Applications, Building Consent matters, any other consents,

earthworks, developments and general works. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by the Developer.

9. If there be any breach or non-observance of any of these covenants:
 - (a) there shall be no obligation on the Developer to take any steps to enforce these covenants.
 - (b) if there is more than one Covenantor for any Burdened Land the liability of the Covenantors for the Burdened Land shall be joint and several.
 - (c) the Covenantor in breach shall rectify any breach.
10. If there should be any breach or any non observance of any of the foregoing Covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by the Developer or any of the registered proprietors of the lots having the benefit of the Covenants:
 - (a) Remove or cause to be removed from the Burdened Land any dwelling house, garage, building, fence or other structure erected or placed on the Burdened Land in breach or non-observance of the foregoing Covenants.
 - (b) Replace any building materials used in breach or non-observance of the foregoing Covenants so as to comply with these Covenants.
 - (c) Be liable upon demand by the Developer to pay the sum of \$500 per day from the date of notification of such non-compliance to the Developer until the non-compliance is satisfied in terms of these Covenants.
11. The Covenantor and their successors in title shall indemnify the Developer from any liability whatsoever from any party breaching any of these Covenants.
12. Should any proposed or completed dwelling house, building, structure, fence or landscaping not comply with these covenants, the Developer may, in its sole discretion, give written approval where in the sole opinion of the Developer such approval would not detract from the overall quality and appearance of the subdivision. Such approval may be given at any time and is subject to such terms as the Developer in its sole discretion thinks fit.
13. In the event of any dispute which cannot be resolved by agreement between the Covenantor and the Covenantee as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the President of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the Parties.
14. The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
15. The Provisions of this Covenant (except clauses 5 to 14) shall expire five years from the issue of a separate Record of Title for the Property.

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covenantee

WFH PROPERTIES 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 covenants(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	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

The Covenantee when registered owner of the land formerly contained in Records of Title 910378, 910391 and NA126A/441 subdivided the land into lots in the manner shown and defined on Deposited Plan 548998 (hereinafter referred to as the "the Plan").

WHEREAS it is the Covenantee's intention to create a high quality subdivision. To enable this to occur it is the Covenantor's intention to create for the benefit of the land set out in Schedule 2C (hereinafter referred to as the "Benefited Land") the land covenant set out in Schedule 2B over the land set out in Schedule 2A (hereinafter referred to as the "Burdened Land")

AND so as to bind the Burdened Land and for the benefit of the respective Benefited Land the Covenantor **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule 2B hereto so that the covenant runs with the Burdened Land set out in Schedule 2A for the benefit of each of the respective registered owners of the Benefited Land as described in Schedule 2C.

SCHEDULE "2A"

Lot No.	Record of Title	Lot No	Record of Title
67	942243	68	942244
69	942245	70	942246
71	942247	72	942248
73	942249	74	942250
75	942251	76	942252
77	942253	78	942254
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132	942299	133	942300
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138	942305	453	942306
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456	942309	457	942310
458	942311	459	942312
460	942313	461	942314
462	942315	463	942316
464	942317	465	942318

SCHEDULE "2B"

"Developer" means WFH Properties Limited or their duly appointed agent.

"Developer consent" means written consent which may or may not be provided by the Developer at its sole discretion and upon such terms and conditions (if any) that the Developer deems necessary.

1. The Covenantor shall not erect on the land any dwelling, building, structure or fence or landscaping unless the plans (including site plan, landscape plan, finish and external colour scheme) have received Developer consent. Developer consent shall be deemed to have been given to such plans in respect of any building which has been erected and occupied for a period of five (5) years or more without the Covenantee objecting to same.
2. The Covenantor shall not erect on the land any temporary building or structure whether purpose built or previously erected on other land except as may be necessary during the construction of the permanent buildings provided that all temporary buildings or structures will be removed from the land upon completion of the permanent buildings.
3. The Covenantor shall not permit or suffer on the land:
 - 3.1. Any works to be carried out (including site preparation) prior to the erection and completion of all side, front and rear boundary fences (complying with clause 3.4 below) or, where permanent fencing is not being erected, temporary fencing shall be installed and removed prior to the occupation of the dwelling;
 - 3.2. The use or occupation of the dwelling as a residence prior to the dwelling being completed (including the construction of the driveway, pathways, the erection of a letterbox, the landscaping and seeding of lawns visible from the road boundary, and the completion of all side and rear fences in accordance with Clause 3.4 below) or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation;
 - 3.3. The use or occupation of any dwelling before a Code Compliance Certificate has been issued by the Whangarei District Council in respect of that dwelling.
 - 3.4. Any fence or boundary wall:
 - (i) Of any material containing cement board sheets or panels, corrugated iron or metal sheeting;
 - (ii) On the internal boundaries of a height greater than 1.8m above the surrounding finished ground level;Subject to clause 3.4(iv):
 - (iii) Within 3 metres of the road boundary or boundaries fronting a right-of-way to a height greater than 1.2m above the surrounding finished ground level unless Developer consent is obtained. Approval of fences may be declined at the Developer's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenities; and
 - (iv) On lots which have road frontage on two boundaries, fencing on the secondary road frontage, i.e. the road frontage that does not have vehicular access, of a height greater than 1.8m above the surrounding finished ground level.

- 3.5. Without the Developer's consent the erection of any dwelling house having a floor area less than 160m² including garage. In considering whether or not to grant consent for a smaller dwelling house, the Developer shall consider whether the dwelling house includes quality design features commonly found in larger dwellings.
- 3.6. The use as a roofing material anything of other than tiles (clay, ceramic, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel;
- 3.7. The use as exterior cladding of any material other than clay brick, recycled brick (but only with the Developer consent), stained or painted weatherboard, linear board, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above;
- 3.8. The use as guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;
- 3.9. The attachment, protrusion or establishment from the front of the dwelling house, garage or other structure within 6m of the road boundary of the Property any fixture or allow any storage that is visible from the road and in the Developer's sole discretion is obtrusive including, but not limited to, air-conditioning units, clotheslines, television or radio aerials and gas bottles;
- 3.10. Any rubbish, including builder's waste materials to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 100mm or otherwise leave the land in a condition that, in the Developer's sole discretion may be detrimental to the Developer's subdivision. The Developer shall have the right to remove any building materials from the land or adjoining land, or maintain the land in a reasonable condition to avoid the land being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand;
- 3.11. The removal or relocation of any fence, tree or shrub constructed, installed or planted by the Developer without Developer consent;
- 3.12. The keeping or raising of any livestock, poultry, reptiles or animals of any kind or size on the land or in any building other than domesticated household pets and in particular, without otherwise limiting this restriction, shall not keep on or about the land any dog which in whole or part appears to be a Pitbull Terrier, Rottweiler, Japanese Akita, Japanese Toza, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited;
- 3.13. The erection of any sign on the land other than:
 - (i) A professionally sign written and installed sign marketing the dwelling or section for sale;
 - (ii) With the Developer consent, signage indicating a business. The Developer shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning; and
 - (iii) Unless Developer consent is obtained, any sign larger than 900mm by 600mm where such sign is visible from any road or jointly owned accessway lot or Reserve.
- 3.14. The dwelling to be used as a show home without Developer consent. The Developer shall retain sole discretion over the number of dwellings to be used for show home purposes.

- 3.15. Unpainted sheds or unpainted garages.
 - 3.16. Any garden shed that is visible from any road, jointly owned accessway lot or Reserve.
 - 3.17. Any buildings in the course of construction to be left without substantial work being carried out on them for a period of two or more months.
 - 3.18. Any removal of soil from the land except as shall be necessary for the construction of the dwelling and ancillary buildings.
 - 3.19. Any bus, caravan, trailer or similar that is parked on anything other than a hardstand area.
4. The Covenantor shall:
- 4.1. Complete the vehicle access from the road to the land (including berm and kerb crossing) up to and including metaling (with sealing to completed once construction is completed) or sealing prior to construction of the dwelling in accordance with the plans approved by the Developer.
 - 4.2. Only have vehicle access to the land over the area allocated for vehicle access (including the berm and kerb crossing) in accordance with access point noted on the plans approved by the Developer.
 - 4.3. Complete any buildings within 9 months of laying down the foundations for such buildings, and, within 12 months of laying down such foundations complete all ancillary works such as fencing (if not previously completed) and landscaping.
 - 4.4. Reinstate, replace and be responsible for all costs arising from any damage to landscaping, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the land by the Covenantor or its occupiers, agents or invitees prior to the Developer returning the Damage Remediation Bond to the Covenantor.
 - 4.5. At the time of completing landscaping on the land re-seed and water the berm in front of the land with a seed of a similar variety.
 - 4.6. At all times comply with any plans, conditions, consents or similar imposed on it by any local or regional authority.
5. The Covenantor shall not subdivide the land. Subdivide shall have the meaning "subdivide land" set out in Section 218 of the Resource Management Act 1991.
6. The Developer shall, in respect of any other Lots and subsequent stages, have in its absolute discretion the right to impose additional restrictions or stipulations in any restrictive covenant relating to land in subsequent stages or to omit or vary in its absolute discretion any restrictive covenant.
7. The Developer reserves the right at any time to waive or vary any of these covenants and if called upon to do so the Covenantor will sign any documentation required to give effect to this waiver and/or variation.
8. The Covenantor shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder the Developer and/or the Local Authority from progressing or completing the One Tree Point subdivision. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, Consent Authority or Environment Court Applications, Building Consent matters, any other consents,

earthworks, developments and general works. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by the Developer.

9. If there be any breach or non-observance of any of these covenants:
 - (a) there shall be no obligation on the Developer to take any steps to enforce these covenants.
 - (b) if there is more than one Covenantor for any Burdened Land the liability of the Covenantors for the Burdened Land shall be joint and several.
 - (c) the Covenantor in breach shall rectify any breach.
10. If there should be any breach or any non observance of any of the foregoing Covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by the Developer or any of the registered proprietors of the lots having the benefit of the Covenants:
 - (a) Remove or cause to be removed from the Burdened Land any dwelling house, garage, building, fence or other structure erected or placed on the Burdened Land in breach or non-observance of the foregoing Covenants.
 - (b) Replace any building materials used in breach or non-observance of the foregoing Covenants so as to comply with these Covenants.
 - (c) Be liable upon demand by the Developer or any of the registered proprietors of the Lots having the benefit of the covenants to pay the sum of \$500 per day from the date of notification of such non-compliance to the Developer or any of the registered proprietors of the Lots having the benefit of the covenants until the non-compliance is satisfied in terms of these Covenants.
11. The Covenantor and their successors in title shall indemnify the Developer from any liability whatsoever from any party breaching any of these Covenants.
12. Should any proposed or completed dwelling house, building, structure, fence or landscaping not comply with these covenants, the Developer may, in its sole discretion, give written approval where in the sole opinion of the Developer such approval would not detract from the overall quality and appearance of the subdivision. Such approval may be given at any time and is subject to such terms as the Developer in its sole discretion thinks fit.
13. In the event of any dispute which cannot be resolved by agreement between the Covenantor and the Covenantee as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the President of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the Parties.
14. The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
15. The Provisions of this Covenant (except clauses 5 to 14) shall expire five years from the issue of a separate Record of Title for the Property.

SCHEDULE "2C"

Lot No.	Record of Title	Lot No	Record of Title
67	942243	68	942244
69	942245	70	942246
71	942247	72	942248
73	942249	74	942250
75	942251	76	942252
77	942253	78	942254
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81	942257	82	942258
83	942259	84	942260
85	942261	86	942262
87	942263	88	942264
89	942265	90	942266
91	942267	92	942268
93	942269	94	942270
95	942271	96	942272
97	942273	98	942274
99	942275	100	942276
101	942277	102	942278
103	942279	104	942280
105	942281	106	942282
107	942283	108	942284
109	942285	110	942286
111	942287	112	942288
113	942289	114	942290
115	942291	116	942292
117	942293	118	942294
119	942295	120	942296
130	942297	131	942298
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136	942303	137	942304
138	942305	453	942306
454	942307	455	942308
456	942309	457	942310
458	942311	459	942312
460	942313	461	942314
462	942315	463	942316
464	942317	465	942318

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covenantee

WFH PROPERTIES 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 covenants(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
Fencing Covenant	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

The Covenantee when registered owner of the land formerly contained in Records of Title 910378, 910391 and NA126A/441 subdivided the land into lots in the manner shown and defined on Deposited Plan 548998 (hereinafter referred to as the "the Plan").

WHEREAS it is the Covenantee's intention to create a high quality subdivision. To enable this to occur it is the Covenantor's intention to create for the benefit of the land set out in Schedule 2C (hereinafter referred to as the "Benefited Land") the land covenant set out in Schedule 2B over the land set out in Schedule 2A (hereinafter referred to as the "Burdened Land")

AND so as to bind the Burdened Land and for the benefit of the respective Benefited Land the Covenantor **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule 2B hereto so that the covenant runs with the Burdened Land set out in Schedule 2A for the benefit of each of the respective registered owners of the Benefited Land as described in Schedule 2C.

SCHEDULE "2A"

Lot No.	Record of Title	Lot No	Record of Title
67	942243	68	942244
69	942245	70	942246
71	942247	72	942248
73	942249	74	942250
75	942251	76	942252
77	942253	78	942254
79	942255	80	942256
81	942257	82	942258
83	942259	84	942260
85	942261	86	942262
87	942263	88	942264
89	942265	90	942266
91	942267	92	942268
93	942269	94	942270
95	942271	96	942272
97	942273	98	942274
99	942275	100	942276
101	942277	102	942278
103	942279	104	942280
105	942281	106	942282
107	942283	108	942284
109	942285	110	942286
111	942287	112	942288
113	942289	114	942290
115	942291	116	942292
117	942293	118	942294
119	942295	120	942296
130	942297	131	942298
132	942299	133	942300
134	942301	135	942302
136	942303	137	942304
138	942305	453	942306
454	942307	455	942308
456	942309	457	942310
458	942311	459	942312
460	942313	461	942314
462	942315	463	942316
464	942317	465	942318

SCHEDULE "2B"

1. WFH Properties Limited shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land of WFH Properties Limited but this provision shall not enure for the benefit of any subsequent purchaser or proprietor of the contiguous land.

SCHEDULE "2C"

Lot No.	Record of Title	Lot No	Record of Title
67	942243	68	942244
69	942245	70	942246
71	942247	72	942248
73	942249	74	942250
75	942251	76	942252
77	942253	78	942254
79	942255	80	942256
81	942257	82	942258
83	942259	84	942260
85	942261	86	942262
87	942263	88	942264
89	942265	90	942266
91	942267	92	942268
93	942269	94	942270
95	942271	96	942272
97	942273	98	942274
99	942275	100	942276
101	942277	102	942278
103	942279	104	942280
105	942281	106	942282
107	942283	108	942284
109	942285	110	942286
111	942287	112	942288
113	942289	114	942290
115	942291	116	942292
117	942293	118	942294
119	942295	120	942296
130	942297	131	942298
132	942299	133	942300
134	942301	135	942302
136	942303	137	942304
138	942305	453	942306
454	942307	455	942308
456	942309	457	942310
458	942311	459	942312
460	942313	461	942314
462	942315	463	942316
464	942317	465	942318

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covenantee

WFH PROPERTIES 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 covenants(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
Accessway Covenant	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

Continuation of "Estate or Interest or Easement to be created"

- A. The Covenantor is the Registered Owner of an estate in fee simple more particularly defined in schedule "A" hereto (the "Burdened Lot").
- B. The Covenantee is the Registered Owner of those estates in fee simple more particularly defined in schedule "B" hereto (the "Benefited Lots").
- C. The Burdened Lot is to be held as a joint accessway for the purpose of access to the Benefited Lots.
- D. As part of the development of the land (formally contained in Unique Identifier 910378, 910391 and NA126A/441) and the creation of all the lots described, the Burdened Lot is to be held in two undivided one-half shares by the Registered Owner of each of the Benefited Lots.
- E. The Covenantor in respect of its interest in the Burdened Lot has agreed to be bound by and to adhere to the provisions set out herein to create for the benefit of the Benefited Lots the land covenants set out in Schedule C over the land set out in Schedule A.

TO THE INTENT that the Burdened Lot shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners for the time being of the Burdened Lot

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Burdened Lot for the benefit of each of the Benefited Lots the Covenantor **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule C hereto so that the covenants run with the Burdened Lot for the benefit of the Benefited Lots.

SCHEDULE A

Lot 701 DP 548998

SCHEDULE B

Lot 103 DP 548998

Lot 104 DP 548998

SCHEDULE C

INTERPRETATION

1. In this document unless the context dictates otherwise:

Definitions:

- 1.1. **"Council"** means the Whangarei District Council including its successors in title;
- 1.2. **"Lot Owners"** means the owners of the Burdened Lot from time to time both jointly and severally, as applicable;

- 1.3. **“Vehicle”** has the same meaning as defined by motor vehicle in the Motor Vehicle Security Act 1989.
 - 1.4. **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to effect the interpretation of this document;
 - 1.5. **Plural and singular:** Words importing the singular number will include the plural and vice versa;
 - 1.6. **Schedules:** The schedules to this document and the provisions and conditions contained in the schedules have the same effect as if set out in the body of this document;
 - 1.7. **Parties:** Reference to parties are reference to parties of this document;
 - 1.8. **Sections, clauses and schedules:** Reference to sections, clauses and schedules are references to this document’s sections, clauses and schedules;
 - 1.9. **Persons:** Reference to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
 - 1.10. **Defined Expressions:** Expressions defined in the main body of this document bear the defining meaning in the whole of this document including the background;
 - 1.11. **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - 1.12. **Gender:** words importing one gender shall include the other gender; and
 - 1.13. **Statutes and Regulations:** References to a statute include reference to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to or incorporating any of its provisions.
2. The Lot Owners shall not:
- 2.1. Erect or permit to be erected on the Burdened Lot any building, structure, work or earthworks of any kind (except to the extent that the same are permitted for the purpose of providing services as hereinafter allowed) or grow a tree, hedge, bush or other vegetation thereon.
 - 2.2. Use or permit to be used the Burdened Lot for anything other than an access or service area for the purpose of going, passing or re-passing with or without vehicles, machinery and implements of any kind from time to time and at all times by day and night from the road over the formed carriage way and/or the Burdened Lot to the Benefited Lots;
 - 2.3. Park any vehicle or vehicles on any part of the Burdened Lot or permit visitors or guests of the Lot Owners to park on any part of the Burdened Lot.
 - 2.4. Do anything or commit any act or omission or default whereby the use of the Burdened Lot is in any way impeded or obstructed

- 2.5. Do anything or commit any act omission or default whereby any permitted improvements erected within the Burdened Lot will be or may be damaged or destroyed; or
 - 2.6. Do anything or commit any act omission or default whereby any electricity supply lines, cables and conducts, water supply pipelines, storm water drains and foul water drains (together called 'Utility Services') installed on or under the surface of the Burdened Lot will or may be damaged or destroyed, or their proper function interfered with.
3. Maintenance and Repair of Access Way
 - 3.1. The Lot Owners shall at all times keep the access way formed on the Burdened Lot and the Utility Services in good order and repair and condition and, in particular, maintain good access and services as required by the Council under its Resource Consent to the Subdivision, the effect of which has lead to the creation of the Burdened Lot.
 - 3.2. A decision that the Lot Owners are required to carry out works on the Burdened Lot to meet the standards imposed under clause 3.1 shall be binding if half or more of the Lot Owners serves notice in writing on the other Lot Owner/s.
 - 3.3. Subject to clause 4.1 the costs of meeting the obligations of the Lot Owners as set out in clauses 3.1 and 3.2 shall be borne by the Lot Owners in the same shares as their interest in the Burdened Lot provided however, that where the need for maintenance and/or reinstatement is attributable to the act, neglect or default of one of the Lot Owners, the cost attributable to those acts, neglect or defaults shall, in such cases, be borne by the Lot Owner responsible.
 4. Maintenance of Utility Services
 - 4.1. The cost of maintaining any Utility Services installed on and under the Burdened Lot shall be borne equally by the Lot Owner/s who benefit from those Utility Services.
 - 4.2. Where the need for maintenance or reinstatement of Utility Services has been necessary by the act, neglect or default of one or more of the Lot Owner/s then the costs of maintenance and reinstatement shall be borne by the Lot Owner/s responsible for the act, neglect or default.
 5. Default
 - 5.1. If a Lot Owner/s neglects or refuses to carry out or pay for or neglects to join with the other Lot Owner/s in carrying out or paying for any work required in respect of any foregoing work provided for herein then the Lot Owner/s willing to proceed may serve on the other Lot Owner/s a notice in writing:
 - (a) requiring the Lot Owner/s to join in, carry out and/or pay for that work; and
 - (b) stating the cost to be met by each Lot Owner/s;
 - (c) stating that after the expiry of 14 days from the date of service of the notice that the party/ies willing to proceed may carry out or pay for the work itself.
 - 5.2. If, at the expiry of such notice, the Lot Owner/s in default still neglects or refuses to carry out or pay for the work, then the Lot Owner/s willing to proceed may carry out or pay for the work and for that purpose may enter into and upon the

Burdened Lot and carry out the necessary work and the Lot Owner/s in default shall be immediately liable to pay to the Lot Owner/s who carries out or pay for the work:

- (a) the Lot Owner/s appropriate proportion of the costs of carrying out or paying for the work; and
- (b) the cost of the notice;

and the same may be recoverable by action at law or as a liquidated debt

5.3. Any notice required to be given by a party hereunder shall be in writing and shall be deemed to be duly given if given or served in accordance with Section 354 of the Property Law Act 2007.

6. Statutory Provision

The powers, rights and duties of Lot Owner/s that are implied in vehicular rights of way under the provisions of Section 298 of the Property Law Act 2007 and Schedule 5 of that Act shall apply except to the extent that the provisions of this instrument vary the same.

7. Dispute Resolution

In the event of any dispute as to the interpretation or application of this instrument, the need for maintenance or reinstatement and/or the apportionment of costs between Lot Owners or otherwise howsoever, then any Lot Owner may give to the other Lot Owner/s 14 days written notice requiring the matter in dispute to be referred to arbitration. Such written notice shall state the subject matter and details of the dispute to be referred to arbitration. Failing agreement within the said 14 day period for the appointment of an arbitrator, the arbitrator shall be appointed at the request of a Lot Owner by the nominee of the President of the New Zealand Law Society. In all other respects the provisions of the Arbitration Act 1996 shall thereafter be applicable.

8. Land to Vest

The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covantee

WFH PROPERTIES LIMITED

Grant of Covenant

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (and, if so stated, in gross) the covenants(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
Accessway Covenant	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

Continuation of "Estate or Interest or Easement to be created"

- A. The Covenantor is the Registered Owner of an estate in fee simple more particularly defined in schedule "A" hereto (the "Burdened Lot").
- B. The Covenantee is the Registered Owner of those estates in fee simple more particularly defined in schedule "B" hereto (the "Benefited Lots").
- C. The Burdened Lot is to be held as a joint accessway for the purpose of access to the Benefited Lots.
- D. As part of the development of the land (formally contained in Unique Identifier 910378, 910391 and NA126A/441) and the creation of all the lots described, the Burdened Lot is to be held in four undivided one-fourth shares by the Registered Owner of each of the Benefited Lots.
- E. The Covenantor in respect of its interest in the Burdened Lot has agreed to be bound by and to adhere to the provisions set out herein to create for the benefit of the Benefited Lots the land covenants set out in Schedule C over the land set out in Schedule A.

TO THE INTENT that the Burdened Lot shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners for the time being of the Burdened Lot

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Burdened Lot for the benefit of each of the Benefited Lots the Covenantor **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule C hereto so that the covenants run with the Burdened Lot for the benefit of the Benefited Lots.

SCHEDULE A

Lot 702 DP 548998

SCHEDULE B

Lot 90 DP 548998
Lot 92 DP 548998

Lot 91 DP 548998
Lot 101 DP 548998

SCHEDULE C

INTERPRETATION

- 1. In this document unless the context dictates otherwise:

Definitions:

- 1.1. **"Council"** means the Whangarei District Council including its successors in title;

- 1.2. **“Lot Owners”** means the owners of the Burdened Lot from time to time both jointly and severally, as applicable;
 - 1.3. **“Vehicle”** has the same meaning as defined by motor vehicle in the Motor Vehicle Security Act 1989.
 - 1.4. **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to effect the interpretation of this document;
 - 1.5. **Plural and singular:** Words importing the singular number will include the plural and vice versa;
 - 1.6. **Schedules:** The schedules to this document and the provisions and conditions contained in the schedules have the same effect as if set out in the body of this document;
 - 1.7. **Parties:** Reference to parties are reference to parties of this document;
 - 1.8. **Sections, clauses and schedules:** Reference to sections, clauses and schedules are references to this document’s sections, clauses and schedules;
 - 1.9. **Persons:** Reference to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
 - 1.10. **Defined Expressions:** Expressions defined in the main body of this document bear the defining meaning in the whole of this document including the background;
 - 1.11. **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - 1.12. **Gender:** words importing one gender shall include the other gender; and
 - 1.13. **Statutes and Regulations:** References to a statute include reference to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to or incorporating any of its provisions.
2. The Lot Owners shall not:
- 2.1. Erect or permit to be erected on the Burdened Lot any building, structure, work or earthworks of any kind (except to the extent that the same are permitted for the purpose of providing services as hereinafter allowed) or grow a tree, hedge, bush or other vegetation thereon.
 - 2.2. Use or permit to be used the Burdened Lot for anything other than an access or service area for the purpose of going, passing or re-passing with or without vehicles, machinery and implements of any kind from time to time and at all times by day and night from the road over the formed carriage way and/or the Burdened Lot to the Benefited Lots;
 - 2.3. Park any vehicle or vehicles on any part of the Burdened Lot or permit visitors or guests of the Lot Owners to park on any part of the Burdened Lot.

- 2.4. Do anything or commit any act or omission or default whereby the use of the Burdened Lot is in any way impeded or obstructed
 - 2.5. Do anything or commit any act omission or default whereby any permitted improvements erected within the Burdened Lot will be or may be damaged or destroyed; or
 - 2.6. Do anything or commit any act omission or default whereby any electricity supply lines, cables and conducts, water supply pipelines, storm water drains and foul water drains (together called 'Utility Services') installed on or under the surface of the Burdened Lot will or may be damaged or destroyed, or their proper function interfered with.
3. Maintenance and Repair of Access Way
- 3.1. The Lot Owners shall at all times keep the access way formed on the Burdened Lot and the Utility Services in good order and repair and condition and, in particular, maintain good access and services as required by the Council under its Resource Consent to the Subdivision, the effect of which has lead to the creation of the Burdened Lot.
 - 3.2. A decision that the Lot Owners are required to carry out works on the Burdened Lot to meet the standards imposed under clause 3.1 shall be binding if half or more of the Lot Owners serves notice in writing on the other Lot Owner/s.
 - 3.3. Subject to clause 4.1 the costs of meeting the obligations of the Lot Owners as set out in clauses 3.1 and 3.2 shall be borne by the Lot Owners in the same shares as their interest in the Burdened Lot provided however, that where the need for maintenance and/or reinstatement is attributable to the act, neglect or default of one of the Lot Owners, the cost attributable to those acts, neglect or defaults shall, in such cases, be borne by the Lot Owner responsible.
4. Maintenance of Utility Services
- 4.1. The cost of maintaining any Utility Services installed on and under the Burdened Lot shall be borne equally by the Lot Owner/s who benefit from those Utility Services.
 - 4.2. Where the need for maintenance or reinstatement of Utility Services has been necessary by the act, neglect or default of one or more of the Lot Owner/s then the costs of maintenance and reinstatement shall be borne by the Lot Owner/s responsible for the act, neglect or default.
5. Default
- 5.1. If a Lot Owner/s neglects or refuses to carry out or pay for or neglects to join with the other Lot Owner/s in carrying out or paying for any work required in respect of any foregoing work provided for herein then the Lot Owner/s willing to proceed may serve on the other Lot Owner/s a notice in writing:
 - (a) requiring the Lot Owner/s to join in, carry out and/or pay for that work; and
 - (b) stating the cost to be met by each Lot Owner/s;
 - (c) stating that after the expiry of 14 days from the date of service of the notice that the party/ies willing to proceed may carry out or pay for the work itself.

5.2. If, at the expiry of such notice, the Lot Owner/s in default still neglects or refuses to carry out or pay for the work, then the Lot Owner/s willing to proceed may carry out or pay for the work and for that purpose may enter into and upon the Burdened Lot and carry out the necessary work and the Lot Owner/s in default shall be immediately liable to pay to the Lot Owner/s who carries out or pay for the work:

- (a) the Lot Owner/s appropriate proportion of the costs of carrying out or paying for the work; and
- (b) the cost of the notice;

and the same may be recoverable by action at law or as a liquidated debt

5.3. Any notice required to be given by a party hereunder shall be in writing and shall be deemed to be duly given if given or served in accordance with Section 354 of the Property Law Act 2007.

6. Statutory Provision

The powers, rights and duties of Lot Owner/s that are implied in vehicular rights of way under the provisions of Section 298 of the Property Law Act 2007 and Schedule 5 of that Act shall apply except to the extent that the provisions of this instrument vary the same.

7. Dispute Resolution

In the event of any dispute as to the interpretation or application of this instrument, the need for maintenance or reinstatement and/or the apportionment of costs between Lot Owners or otherwise howsoever, then any Lot Owner may give to the other Lot Owner/s 14 days written notice requiring the matter in dispute to be referred to arbitration. Such written notice shall state the subject matter and details of the dispute to be referred to arbitration. Failing agreement within the said 14 day period for the appointment of an arbitrator, the arbitrator shall be appointed at the request of a Lot Owner by the nominee of the President of the New Zealand Law Society. In all other respects the provisions of the Arbitration Act 1996 shall thereafter be applicable.

8. Land to Vest

The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covantee

WFH PROPERTIES LIMITED

Grant of Covenant

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (and, if so stated, in gross) the covenants(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
Accessway Covenant	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

Continuation of "Estate or Interest or Easement to be created"

- A. The Covenantor is the Registered Owner of an estate in fee simple more particularly defined in schedule "A" hereto (the "Burdened Lot").
- B. The Covenantee is the Registered Owner of those estates in fee simple more particularly defined in schedule "B" hereto (the "Benefited Lots").
- C. The Burdened Lot is to be held as a joint accessway for the purpose of access to the Benefited Lots.
- D. As part of the development of the land (formally contained in Unique Identifier 910378, 910391 and NA126A/441) and the creation of all the lots described, the Burdened Lot is to be held in three undivided one-third shares by the Registered Owner of each of the Benefited Lots.
- E. The Covenantor in respect of its interest in the Burdened Lot has agreed to be bound by and to adhere to the provisions set out herein to create for the benefit of the Benefited Lots the land covenants set out in Schedule C over the land set out in Schedule A.

TO THE INTENT that the Burdened Lot shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners for the time being of the Burdened Lot

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Burdened Lot for the benefit of each of the Benefited Lots the Covenantor **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule C hereto so that the covenants run with the Burdened Lot for the benefit of the Benefited Lots.

SCHEDULE A

Lot 703 DP 548998

SCHEDULE B

Lot 85 DP 548998
Lot 89 DP 548998

Lot 88 DP 548998

SCHEDULE C

INTERPRETATION

- 1. In this document unless the context dictates otherwise:

Definitions:

- 1.1. **"Council"** means the Whangarei District Council including its successors in title;

- 1.2. **“Lot Owners”** means the owners of the Burdened Lot from time to time both jointly and severally, as applicable;
 - 1.3. **“Vehicle”** has the same meaning as defined by motor vehicle in the Motor Vehicle Security Act 1989.
 - 1.4. **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to effect the interpretation of this document;
 - 1.5. **Plural and singular:** Words importing the singular number will include the plural and vice versa;
 - 1.6. **Schedules:** The schedules to this document and the provisions and conditions contained in the schedules have the same effect as if set out in the body of this document;
 - 1.7. **Parties:** Reference to parties are reference to parties of this document;
 - 1.8. **Sections, clauses and schedules:** Reference to sections, clauses and schedules are references to this document’s sections, clauses and schedules;
 - 1.9. **Persons:** Reference to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
 - 1.10. **Defined Expressions:** Expressions defined in the main body of this document bear the defining meaning in the whole of this document including the background;
 - 1.11. **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - 1.12. **Gender:** words importing one gender shall include the other gender; and
 - 1.13. **Statutes and Regulations:** References to a statute include reference to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to or incorporating any of its provisions.
2. The Lot Owners shall not:
- 2.1. Erect or permit to be erected on the Burdened Lot any building, structure, work or earthworks of any kind (except to the extent that the same are permitted for the purpose of providing services as hereinafter allowed) or grow a tree, hedge, bush or other vegetation thereon.
 - 2.2. Use or permit to be used the Burdened Lot for anything other than an access or service area for the purpose of going, passing or re-passing with or without vehicles, machinery and implements of any kind from time to time and at all times by day and night from the road over the formed carriage way and/or the Burdened Lot to the Benefited Lots;
 - 2.3. Park any vehicle or vehicles on any part of the Burdened Lot or permit visitors or guests of the Lot Owners to park on any part of the Burdened Lot.

- 2.4. Do anything or commit any act or omission or default whereby the use of the Burdened Lot is in any way impeded or obstructed
 - 2.5. Do anything or commit any act omission or default whereby any permitted improvements erected within the Burdened Lot will be or may be damaged or destroyed; or
 - 2.6. Do anything or commit any act omission or default whereby any electricity supply lines, cables and conducts, water supply pipelines, storm water drains and foul water drains (together called 'Utility Services') installed on or under the surface of the Burdened Lot will or may be damaged or destroyed, or their proper function interfered with.
3. Maintenance and Repair of Access Way
- 3.1. The Lot Owners shall at all times keep the access way formed on the Burdened Lot and the Utility Services in good order and repair and condition and, in particular, maintain good access and services as required by the Council under its Resource Consent to the Subdivision, the effect of which has lead to the creation of the Burdened Lot.
 - 3.2. A decision that the Lot Owners are required to carry out works on the Burdened Lot to meet the standards imposed under clause 3.1 shall be binding if half or more of the Lot Owners serves notice in writing on the other Lot Owner/s.
 - 3.3. Subject to clause 4.1 the costs of meeting the obligations of the Lot Owners as set out in clauses 3.1 and 3.2 shall be borne by the Lot Owners in the same shares as their interest in the Burdened Lot provided however, that where the need for maintenance and/or reinstatement is attributable to the act, neglect or default of one of the Lot Owners, the cost attributable to those acts, neglect or defaults shall, in such cases, be borne by the Lot Owner responsible.
4. Maintenance of Utility Services
- 4.1. The cost of maintaining any Utility Services installed on and under the Burdened Lot shall be borne equally by the Lot Owner/s who benefit from those Utility Services.
 - 4.2. Where the need for maintenance or reinstatement of Utility Services has been necessary by the act, neglect or default of one or more of the Lot Owner/s then the costs of maintenance and reinstatement shall be borne by the Lot Owner/s responsible for the act, neglect or default.
5. Default
- 5.1. If a Lot Owner/s neglects or refuses to carry out or pay for or neglects to join with the other Lot Owner/s in carrying out or paying for any work required in respect of any foregoing work provided for herein then the Lot Owner/s willing to proceed may serve on the other Lot Owner/s a notice in writing:
 - (a) requiring the Lot Owner/s to join in, carry out and/or pay for that work; and
 - (b) stating the cost to be met by each Lot Owner/s;
 - (c) stating that after the expiry of 14 days from the date of service of the notice that the party/ies willing to proceed may carry out or pay for the work itself.

5.2. If, at the expiry of such notice, the Lot Owner/s in default still neglects or refuses to carry out or pay for the work, then the Lot Owner/s willing to proceed may carry out or pay for the work and for that purpose may enter into and upon the Burdened Lot and carry out the necessary work and the Lot Owner/s in default shall be immediately liable to pay to the Lot Owner/s who carries out or pay for the work:

- (a) the Lot Owner/s appropriate proportion of the costs of carrying out or paying for the work; and
- (b) the cost of the notice;

and the same may be recoverable by action at law or as a liquidated debt

5.3. Any notice required to be given by a party hereunder shall be in writing and shall be deemed to be duly given if given or served in accordance with Section 354 of the Property Law Act 2007.

6. Statutory Provision

The powers, rights and duties of Lot Owner/s that are implied in vehicular rights of way under the provisions of Section 298 of the Property Law Act 2007 and Schedule 5 of that Act shall apply except to the extent that the provisions of this instrument vary the same.

7. Dispute Resolution

In the event of any dispute as to the interpretation or application of this instrument, the need for maintenance or reinstatement and/or the apportionment of costs between Lot Owners or otherwise howsoever, then any Lot Owner may give to the other Lot Owner/s 14 days written notice requiring the matter in dispute to be referred to arbitration. Such written notice shall state the subject matter and details of the dispute to be referred to arbitration. Failing agreement within the said 14 day period for the appointment of an arbitrator, the arbitrator shall be appointed at the request of a Lot Owner by the nominee of the President of the New Zealand Law Society. In all other respects the provisions of the Arbitration Act 1996 shall thereafter be applicable.

8. Land to Vest

The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covenantee

WFH PROPERTIES 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 covenants(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
Accessway Covenant	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

Continuation of “Estate or Interest or Easement to be created”

- A. The Covenantor is the Registered Owner of an estate in fee simple more particularly defined in schedule “A” hereto (the “Burdened Lot”).
- B. The Covenantee is the Registered Owner of those estates in fee simple more particularly defined in schedule “B” hereto (the “Benefited Lots”).
- C. The Burdened Lot is to be held as a joint accessway for the purpose of access to the Benefited Lots.
- D. As part of the development of the land (formally contained in Unique Identifier 910378, 910391 and NA126A/441) and the creation of all the lots described, the Burdened Lot is to be held in six undivided one-sixth shares by the Registered Owner of each of the Benefited Lots.
- E. The Covenantor in respect of its interest in the Burdened Lot has agreed to be bound by and to adhere to the provisions set out herein to create for the benefit of the Benefited Lots the land covenants set out in Schedule C over the land set out in Schedule A.

TO THE INTENT that the Burdened Lot shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners for the time being of the Burdened Lot

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Burdened Lot for the benefit of each of the Benefited Lots the Covenantor **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule C hereto so that the covenants run with the Burdened Lot for the benefit of the Benefited Lots.

SCHEDULE A

Lot 711 DP 548998

SCHEDULE B

Lot 456 DP 548998
 Lot 458 DP 548998
 Lot 460 DP 548998

Lot 457 DP 548998
 Lot 459 DP 548998
 Lot 461 DP 548998

SCHEDULE C

INTERPRETATION

- 1. In this document unless the context dictates otherwise:

Definitions:

- 1.1. **“Council”** means the Whangarei District Council including its successors in title;

- 1.2. **“Lot Owners”** means the owners of the Burdened Lot from time to time both jointly and severally, as applicable;
 - 1.3. **“Vehicle”** has the same meaning as defined by motor vehicle in the Motor Vehicle Security Act 1989.
 - 1.4. **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to effect the interpretation of this document;
 - 1.5. **Plural and singular:** Words importing the singular number will include the plural and vice versa;
 - 1.6. **Schedules:** The schedules to this document and the provisions and conditions contained in the schedules have the same effect as if set out in the body of this document;
 - 1.7. **Parties:** Reference to parties are reference to parties of this document;
 - 1.8. **Sections, clauses and schedules:** Reference to sections, clauses and schedules are references to this document’s sections, clauses and schedules;
 - 1.9. **Persons:** Reference to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
 - 1.10. **Defined Expressions:** Expressions defined in the main body of this document bear the defining meaning in the whole of this document including the background;
 - 1.11. **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - 1.12. **Gender:** words importing one gender shall include the other gender; and
 - 1.13. **Statutes and Regulations:** References to a statute include reference to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to or incorporating any of its provisions.
2. The Lot Owners shall not:
- 2.1. Erect or permit to be erected on the Burdened Lot any building, structure, work or earthworks of any kind (except to the extent that the same are permitted for the purpose of providing services as hereinafter allowed) or grow a tree, hedge, bush or other vegetation thereon.
 - 2.2. Use or permit to be used the Burdened Lot for anything other than an access or service area for the purpose of going, passing or re-passing with or without vehicles, machinery and implements of any kind from time to time and at all times by day and night from the road over the formed carriage way and/or the Burdened Lot to the Benefited Lots;
 - 2.3. Park any vehicle or vehicles on any part of the Burdened Lot or permit visitors or guests of the Lot Owners to park on any part of the Burdened Lot.

- 2.4. Do anything or commit any act or omission or default whereby the use of the Burdened Lot is in any way impeded or obstructed
 - 2.5. Do anything or commit any act omission or default whereby any permitted improvements erected within the Burdened Lot will be or may be damaged or destroyed; or
 - 2.6. Do anything or commit any act omission or default whereby any electricity supply lines, cables and conducts, water supply pipelines, storm water drains and foul water drains (together called 'Utility Services') installed on or under the surface of the Burdened Lot will or may be damaged or destroyed, or their proper function interfered with.
3. Maintenance and Repair of Access Way
- 3.1. The Lot Owners shall at all times keep the access way formed on the Burdened Lot and the Utility Services in good order and repair and condition and, in particular, maintain good access and services as required by the Council under its Resource Consent to the Subdivision, the effect of which has lead to the creation of the Burdened Lot.
 - 3.2. A decision that the Lot Owners are required to carry out works on the Burdened Lot to meet the standards imposed under clause 3.1 shall be binding if half or more of the Lot Owners serves notice in writing on the other Lot Owner/s.
 - 3.3. Subject to clause 4.1 the costs of meeting the obligations of the Lot Owners as set out in clauses 3.1 and 3.2 shall be borne by the Lot Owners in the same shares as their interest in the Burdened Lot provided however, that where the need for maintenance and/or reinstatement is attributable to the act, neglect or default of one of the Lot Owners, the cost attributable to those acts, neglect or defaults shall, in such cases, be borne by the Lot Owner responsible.
4. Maintenance of Utility Services
- 4.1. The cost of maintaining any Utility Services installed on and under the Burdened Lot shall be borne equally by the Lot Owner/s who benefit from those Utility Services.
 - 4.2. Where the need for maintenance or reinstatement of Utility Services has been necessary by the act, neglect or default of one or more of the Lot Owner/s then the costs of maintenance and reinstatement shall be borne by the Lot Owner/s responsible for the act, neglect or default.
5. Default
- 5.1. If a Lot Owner/s neglects or refuses to carry out or pay for or neglects to join with the other Lot Owner/s in carrying out or paying for any work required in respect of any foregoing work provided for herein then the Lot Owner/s willing to proceed may serve on the other Lot Owner/s a notice in writing:
 - (a) requiring the Lot Owner/s to join in, carry out and/or pay for that work; and
 - (b) stating the cost to be met by each Lot Owner/s;
 - (c) stating that after the expiry of 14 days from the date of service of the notice that the party/ies willing to proceed may carry out or pay for the work itself.

5.2. If, at the expiry of such notice, the Lot Owner/s in default still neglects or refuses to carry out or pay for the work, then the Lot Owner/s willing to proceed may carry out or pay for the work and for that purpose may enter into and upon the Burdened Lot and carry out the necessary work and the Lot Owner/s in default shall be immediately liable to pay to the Lot Owner/s who carries out or pay for the work:

- (a) the Lot Owner/s appropriate proportion of the costs of carrying out or paying for the work; and
- (b) the cost of the notice;

and the same may be recoverable by action at law or as a liquidated debt

5.3. Any notice required to be given by a party hereunder shall be in writing and shall be deemed to be duly given if given or served in accordance with Section 354 of the Property Law Act 2007.

6. Statutory Provision

The powers, rights and duties of Lot Owner/s that are implied in vehicular rights of way under the provisions of Section 298 of the Property Law Act 2007 and Schedule 5 of that Act shall apply except to the extent that the provisions of this instrument vary the same.

7. Dispute Resolution

In the event of any dispute as to the interpretation or application of this instrument, the need for maintenance or reinstatement and/or the apportionment of costs between Lot Owners or otherwise howsoever, then any Lot Owner may give to the other Lot Owner/s 14 days written notice requiring the matter in dispute to be referred to arbitration. Such written notice shall state the subject matter and details of the dispute to be referred to arbitration. Failing agreement within the said 14 day period for the appointment of an arbitrator, the arbitrator shall be appointed at the request of a Lot Owner by the nominee of the President of the New Zealand Law Society. In all other respects the provisions of the Arbitration Act 1996 shall thereafter be applicable.

8. Land to Vest

The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Approval
2018/6263
Registrar-General of Land

Covenantor

WFH PROPERTIES LIMITED

Covantee

WFH PROPERTIES LIMITED

Grant of Covenant

The Covenantor being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (and, if so stated, in gross) the covenants(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
Accessway Covenant	See attached Annexure Schedule	See attached Annexure Schedule	See attached Annexure Schedule

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

Delete phrases in [] and insert Memorandum number as require; 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 2]

ANNEXURE SCHEDULE 2

Continuation of "Estate or Interest or Easement to be created"

- A. The Covenantor is the Registered Owner of an estate in fee simple more particularly defined in schedule "A" hereto (the "Burdened Lot").
- B. The Covenantee is the Registered Owner of those estates in fee simple more particularly defined in schedule "B" hereto (the "Benefited Lots").
- C. The Burdened Lot is to be held as a joint accessway for the purpose of access to the Benefited Lots.
- D. As part of the development of the land (formally contained in Unique Identifier 910378, 910391 and NA126A/441) and the creation of all the lots described, the Burdened Lot is to be held in three undivided one-third shares by the Registered Owner of each of the Benefited Lots.
- E. The Covenantor in respect of its interest in the Burdened Lot has agreed to be bound by and to adhere to the provisions set out herein to create for the benefit of the Benefited Lots the land covenants set out in Schedule C over the land set out in Schedule A.

TO THE INTENT that the Burdened Lot shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners for the time being of the Burdened Lot

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Burdened Lot for the benefit of each of the Benefited Lots the Covenantor **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule C hereto so that the covenants run with the Burdened Lot for the benefit of the Benefited Lots.

SCHEDULE A

Lot 716 DP 548998

SCHEDULE B

Lot 93 DP 548998
Lot 99 DP 548998

Lot 94 DP 548998

SCHEDULE C

INTERPRETATION

- 1. In this document unless the context dictates otherwise:

Definitions:

- 1.1. **"Council"** means the Whangarei District Council including its successors in title;

- 1.2. **“Lot Owners”** means the owners of the Burdened Lot from time to time both jointly and severally, as applicable;
 - 1.3. **“Vehicle”** has the same meaning as defined by motor vehicle in the Motor Vehicle Security Act 1989.
 - 1.4. **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to effect the interpretation of this document;
 - 1.5. **Plural and singular:** Words importing the singular number will include the plural and vice versa;
 - 1.6. **Schedules:** The schedules to this document and the provisions and conditions contained in the schedules have the same effect as if set out in the body of this document;
 - 1.7. **Parties:** Reference to parties are reference to parties of this document;
 - 1.8. **Sections, clauses and schedules:** Reference to sections, clauses and schedules are references to this document’s sections, clauses and schedules;
 - 1.9. **Persons:** Reference to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
 - 1.10. **Defined Expressions:** Expressions defined in the main body of this document bear the defining meaning in the whole of this document including the background;
 - 1.11. **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - 1.12. **Gender:** words importing one gender shall include the other gender; and
 - 1.13. **Statutes and Regulations:** References to a statute include reference to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to or incorporating any of its provisions.
2. The Lot Owners shall not:
- 2.1. Erect or permit to be erected on the Burdened Lot any building, structure, work or earthworks of any kind (except to the extent that the same are permitted for the purpose of providing services as hereinafter allowed) or grow a tree, hedge, bush or other vegetation thereon.
 - 2.2. Use or permit to be used the Burdened Lot for anything other than an access or service area for the purpose of going, passing or re-passing with or without vehicles, machinery and implements of any kind from time to time and at all times by day and night from the road over the formed carriage way and/or the Burdened Lot to the Benefited Lots;
 - 2.3. Park any vehicle or vehicles on any part of the Burdened Lot or permit visitors or guests of the Lot Owners to park on any part of the Burdened Lot.

- 2.4. Do anything or commit any act or omission or default whereby the use of the Burdened Lot is in any way impeded or obstructed
 - 2.5. Do anything or commit any act omission or default whereby any permitted improvements erected within the Burdened Lot will be or may be damaged or destroyed; or
 - 2.6. Do anything or commit any act omission or default whereby any electricity supply lines, cables and conducts, water supply pipelines, storm water drains and foul water drains (together called 'Utility Services') installed on or under the surface of the Burdened Lot will or may be damaged or destroyed, or their proper function interfered with.
3. Maintenance and Repair of Access Way
- 3.1. The Lot Owners shall at all times keep the access way formed on the Burdened Lot and the Utility Services in good order and repair and condition and, in particular, maintain good access and services as required by the Council under its Resource Consent to the Subdivision, the effect of which has lead to the creation of the Burdened Lot.
 - 3.2. A decision that the Lot Owners are required to carry out works on the Burdened Lot to meet the standards imposed under clause 3.1 shall be binding if half or more of the Lot Owners serves notice in writing on the other Lot Owner/s.
 - 3.3. Subject to clause 4.1 the costs of meeting the obligations of the Lot Owners as set out in clauses 3.1 and 3.2 shall be borne by the Lot Owners in the same shares as their interest in the Burdened Lot provided however, that where the need for maintenance and/or reinstatement is attributable to the act, neglect or default of one of the Lot Owners, the cost attributable to those acts, neglect or defaults shall, in such cases, be borne by the Lot Owner responsible.
4. Maintenance of Utility Services
- 4.1. The cost of maintaining any Utility Services installed on and under the Burdened Lot shall be borne equally by the Lot Owner/s who benefit from those Utility Services.
 - 4.2. Where the need for maintenance or reinstatement of Utility Services has been necessary by the act, neglect or default of one or more of the Lot Owner/s then the costs of maintenance and reinstatement shall be borne by the Lot Owner/s responsible for the act, neglect or default.
5. Default
- 5.1. If a Lot Owner/s neglects or refuses to carry out or pay for or neglects to join with the other Lot Owner/s in carrying out or paying for any work required in respect of any foregoing work provided for herein then the Lot Owner/s willing to proceed may serve on the other Lot Owner/s a notice in writing:
 - (a) requiring the Lot Owner/s to join in, carry out and/or pay for that work; and
 - (b) stating the cost to be met by each Lot Owner/s;
 - (c) stating that after the expiry of 14 days from the date of service of the notice that the party/ies willing to proceed may carry out or pay for the work itself.

5.2. If, at the expiry of such notice, the Lot Owner/s in default still neglects or refuses to carry out or pay for the work, then the Lot Owner/s willing to proceed may carry out or pay for the work and for that purpose may enter into and upon the Burdened Lot and carry out the necessary work and the Lot Owner/s in default shall be immediately liable to pay to the Lot Owner/s who carries out or pay for the work:

- (a) the Lot Owner/s appropriate proportion of the costs of carrying out or paying for the work; and
- (b) the cost of the notice;

and the same may be recoverable by action at law or as a liquidated debt

5.3. Any notice required to be given by a party hereunder shall be in writing and shall be deemed to be duly given if given or served in accordance with Section 354 of the Property Law Act 2007.

6. Statutory Provision

The powers, rights and duties of Lot Owner/s that are implied in vehicular rights of way under the provisions of Section 298 of the Property Law Act 2007 and Schedule 5 of that Act shall apply except to the extent that the provisions of this instrument vary the same.

7. Dispute Resolution

In the event of any dispute as to the interpretation or application of this instrument, the need for maintenance or reinstatement and/or the apportionment of costs between Lot Owners or otherwise howsoever, then any Lot Owner may give to the other Lot Owner/s 14 days written notice requiring the matter in dispute to be referred to arbitration. Such written notice shall state the subject matter and details of the dispute to be referred to arbitration. Failing agreement within the said 14 day period for the appointment of an arbitrator, the arbitrator shall be appointed at the request of a Lot Owner by the nominee of the President of the New Zealand Law Society. In all other respects the provisions of the Arbitration Act 1996 shall thereafter be applicable.

8. Land to Vest

The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.