

SCHEDULE B

LAND COVENANTS

1. The Covenantor shall not erect any more than one single family dwelling house on the property. If the dwelling house contains or comprises any separate garage or other outbuilding, such garage or other outbuilding must be of a similar design and construction (including using Colorsteel in construction) to the rest of the dwelling house
2. The Covenantor shall not bring or allow to remain on the land or any internal road of the subdivision any car bodies or rubbish.
3. The Covenantor shall maintain the dwelling house and lot in a clean and tidy manner.
4. The Covenantor shall not reside in a caravan/campervan/ bus or similar mobile housing arrangement on the property unless it is within the 12 month construction period set out at clause 5.
5. The Covenantor shall complete any building on the property within 12 months of commencement of laying down the foundations for such building and within 24 months of laying down the foundations to complete all ancillary works such as fencing and landscaping **AND FURTHER** to within that 24 months construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or tar-sealing.
6. The Covenantor shall not allow or course to allow the keeping of any pigs and/or chickens on the land or any internal road of the subdivision.
7. The Covenantor shall ensure that if the dwelling house and/or land is to be used for business purposes, the business must not interfere with the use and quiet enjoyment of any registered proprietors or occupiers of surrounding Lots. No machinery associated with the business is to be visible from the road frontage. The business activity must not cause a significant increase in traffic or use of parking space on any internal road of the subdivision.
8. The Covenantor shall ensure all materials which are no pre-finished and which require painting are to be painted within three months of attachment to the dwelling house, garage or other outbuilding.
9. The Covenantor shall ensure that no metal clad roofing material shall be used in or on the dwelling house, garage or other outbuilding unless it has been factory pre-painted. The Covenantor shall further ensure that no metal clad roofing material will be used in or on the dwelling house, garage or other building that will create glare offensive to any adjoining owner.
10. If there shall be any breach or 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 these Covenants the Covenantor shall on demand by the Covenantee:
 - (i) Pay to the person or persons making such demand as liquidated damages the total sum of **ONE HUNDRED DOLLARS** (\$100) per day while the breach continues; and

- (ii) Remove or cause to be removed from the said land any buildings or fence used erected or repaired in breach or non-observance of the said restrictive stipulations; and
 - (iii) Replace any building material used or permitted to be used in breach or non-observance of the said Covenants; and
 - (iv) Otherwise take all steps necessary to remedy the breach or non-observance of the Covenants if it is capable of a remedy.
- 11. The Developer (or its successors appointed by Deed) may in special circumstances grant such exemptions or waivers from any of the above requirements on such terms and subject to such conditions as it deems fit provided the overall quality and character of the subdivision is maintained. Any exemption or waiver shall be binding upon all Covenantors.
- 12. If any dispute arises between the parties concerning the rights and obligations created by this Covenant the parties will:
 - (a) Enter into negotiations in good faith to resolve the dispute;
 - (b) If the dispute is not resolved within twenty (20) working days from the date on which the parties began their negotiations, submit the dispute to the arbitration of an independent arbitrator appointed jointly by the parties;
 - (c) If the parties cannot agree on that appointment within ten (10) working days then the arbitration shall be carried out by an independent arbitrator appointed by the President of the New Zealand Law Society;
 - (d) Such arbitration will be determined in accordance with the Arbitration Act 1996.