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Memorandum of Encumbrance

"Tapuae Estate"

**JOHN CHARLES WASHER
MARY CAROLYN WASHER
WASHER FAMILY TRUST LIMITED as Encumbrancers**

AND

**TAPUAE COUNTRY ESTATE LIMITED
As Encumbrancee**

Certified correct for the purposed of the Land Transfer Act 1952

A handwritten signature in black ink, appearing to be 'S. J. ...', written over a horizontal line.

Solicitor for the Encumbrancee

MEMORANDUM OF ENCUMBRANCE

PARTIES

1. JOHN CHARLES WASHER, MARY CAROLYN WASHER and WASHER FAMILY TRUST LIMITED ("Encumbrancers")
2. TAPUAE COUNTRY ESTATE LIMITED ("Encumbrancee")

INTRODUCTION

- A. The Encumbrancers are the registered proprietor of all the land described in the Schedule hereto ("Land").
- B. The Encumbrancers have created a rural/residential farm park on the Land.
- C. The Encumbrancee has been established for the purpose of operating the farm land portion of the Land. The Encumbrancee has a Constitution, a copy of which is attached as Appendix 1.
- D. The Constitution provides that any person who shall be a registered proprietor from time to time of the Land is required to become a shareholder of the Encumbrancee and, for so long as that person continues to be the registered proprietor of the Land, remain a shareholder of the Encumbrancee and shall abide by the Constitution and Rules of the Encumbrancee
- E. The Encumbrancers have agreed to encumber the Land for the better performance of the obligations of the registered proprietor(s) of the Land (or any part of it) from time to time to the Encumbrancee.

COVENANTS

1. The Encumbrancers hereby encumber the Land for the benefit of the Encumbrancee with a rent charge in respect of the Land being the greater of:
 - a. \$1.00 per annum (plus GST); and
 - b. 1.5 times the amount of any money of any kind or nature due and payable in accordance with the provisions of the Constitution (or which would have been due and payable if not for the breach by the relevant registered proprietor of the terms and conditions of the Constitution) as it relates to that part of the Land which the relevant registered proprietor is the registered proprietor of.

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2. The Encumbrancers covenant for themselves and their successors in title with the Encumbrancee during the term of this encumbrance that, upon becoming the registered proprietor of the Land or any part of the Land, the Encumbrancers shall:
 - a. Be a shareholder of the Encumbrancee;
 - b. Remain a shareholder while the registered proprietor of the Land or any part of the Land; and
 - c. Fulfill and continue to fulfill the obligations of a shareholder as set out in the Constitution and Rules including, without limitation, ensuring that any transferee of the Land executes a deed of covenant (for such covenant to be generally in the form attached or as otherwise prescribed from time to time by the Encumbrancee) in favour of the Encumbrancee agreeing:
 - i. To be and remain a shareholder while registered proprietor of the Land;
 - ii. To fulfill and continue to fulfill the obligations of a shareholder as set out in the Constitution;
 - ii. Before granting any mortgage or charge over the Land procure the intended mortgagee or chargeholder to enter into a deed of covenant with Encumbrancee covenanting to observe all the rules of the Constitution upon exercising any power as mortgagee or chargeholder.
3. Notwithstanding anything contained in clause 1 of this Encumbrance, for so long as the registered proprietor of the Land fully complies with the obligations of a shareholder pursuant to the Constitution, the rent charge reserved by the Encumbrance shall not apply to the Land.
4. Without prejudice to the Encumbrancee's rights of action at common law as a rent charger or Encumbrancee, and with the exceptions of section 104 of the Property Law Act 1952 and section 154 of the Land Transfer act 1952, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 1952 and the Property Law Act 1952 shall apply to this Encumbrance.
5. The Encumbrancers includes the Encumbrancers' successors in title.

Schedule of Land – see attached

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SIGNED as a deed this 22 day of JULY 2008

SIGNED for and on behalf of:
JOHN CHARLES WASHER
MARY CAROLYN WASHER and
WASHER FAMILY TRUST LIMITED
As Encumbrancers

JC Washer
Signature

MC Washer
Signature

[Signature]
Signature

[Signature]
Signature

John Charles WASHER
Full name (please print)

Mary Carolyn WASHER
Full name (please print)

Paul Folett CARRINGTON
Full name (please print) Director

James Gregory EDEN
Full name (please print) Director

SIGNED for and on behalf of
TAPUAE COUNTRY ESTATE LIMITED
As Encumbrancee

JC Washer
Director's Signature

MC Washer
Director's Signature

[Signature]
Director's Signature

[Signature]
Director's Signature

John Charles WASHER
Director's full name (please print)

Mary Carolyn WASHER
Director's full name (please print)

Paul Folett CARRINGTON
Director's full name (please print)

James Gregory EDEN
Director's full name (please print)

* Witness to the signatures of
John Charles WASHER
Mary Carolyn WASHER

Colleen Haw
Law Clerk
NEW PLYMOUTH

APPENDIX 2

1. Lot 1 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342917 (Taranaki Registry)
2. Lot 2 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342918 (Taranaki Registry)
3. Lot 3 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342919 (Taranaki Registry)
4. Lot 4 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342920 (Taranaki Registry)
5. Lot 5 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342921 (Taranaki Registry)
6. Lot 6 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342922 (Taranaki Registry)
7. Lot 7 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342923 (Taranaki Registry)
8. Lot 8 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342924 (Taranaki Registry)
9. Lot 9 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342925 (Taranaki Registry)
10. Lot 10 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342926 (Taranaki Registry)
11. Lot 11 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342927 (Taranaki Registry)
12. Lot 12 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342928 (Taranaki Registry)
13. Lot 13 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342929 (Taranaki Registry)
14. Lot 14 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342930 (Taranaki Registry)
15. Lot 15 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342931 (Taranaki Registry)

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Appendix 2 continued

16. Lot 16 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342932 (Taranaki Registry)
17. Lot 17 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342933 (Taranaki Registry)
18. Lot 18 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342934 (Taranaki Registry)
19. Lot 19 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342935 (Taranaki Registry)
20. Lot 20 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342936 (Taranaki Registry)
21. Lot 21 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342937 (Taranaki Registry)
22. Lot 22 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342938 (Taranaki Registry)
23. Lot 23 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342939 (Taranaki Registry)
24. Lot 24 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342940 (Taranaki Registry)
25. Lot 25 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342941 (Taranaki Registry)
26. Lot 26 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342942 (Taranaki Registry)
27. Lot 27 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342943 (Taranaki Registry)
28. Lot 28 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342944 (Taranaki Registry)
29. Lot 29 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342945 (Taranaki Registry)
30. Lot 30 Deposited Plan 385658 and an undivided 1/30th share in Lots 31 & 32 on Deposited Plan 385658 and being all the land contained in Certificate of Title 342946 (Taranaki Registry)

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Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Mortgagee

Page of pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ANZ NATIONAL BANK LIMITED

mortgagee under Mortgage No ~~5392512~~ / 18
7622620.2

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

creation and registration of the within land covenants

Dated this 21st day of July 2008

Attestation

<p>ANZ National Bank Limited by its Attorney</p> <p>KAPUA KATRINA GARDINER</p> <p><i>Kapua Gardiner</i></p>	<p>Signed in my presence by the Consentor</p> <p>Signature of Witness <i>Amy N. Nayani</i></p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> <div style="border: 1px solid black; padding: 2px;"> <p>AMYN NASIRUDDIN NAYANI BANK OFFICER AUCKLAND</p> </div>
<p>Signature of Consentor</p>	

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

**CERTIFICATE OF NON-REVOCATION OF POWER OF
ATTORNEY**

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The ANZ National Bank Limited of Wellington, New Zealand, appointed me its attorney.

2. That I have not received notice of any event revoking the power of attorney.

SIGNED by the abovenamed)
Attorney at Auckland on this)
22nd day of July 2008)


KAPUA KATRINA GARDINER

" APPENDIX 1 "

<p style="text-align: center;">CONSTITUTION OF</p> <p style="text-align: center;">TAPUAE COUNTRY ESTATE LIMITED</p>

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as per

DATED 22 of JULY 2008

1. Statement of Purpose

1.1 The Companies Act 1993 ("the Act) provides that certain provisions of the Act may be negated, altered or added to by the constitution of a company.

1.2 Section 27 of the Act provides that where a company has a constitution then the company, the board, each director and each Shareholder of a company has the rights, powers, duties and obligations set out in the Act except to the extent that they are negated, altered or added to in accordance with the Act, by that constitution.

1.3 Section 30 of the Act provides that a constitution may contain:

- a. Matters contemplated by the Act for inclusion therein.
- b. Such other matters as a company may wish to include.

1.4 The Company has determined to adopt a constitution and to:

- a. Restrict the business of the Company to matters pertaining only to the operation of farming the property know as Tapuae Country Estate at South Road, Oakura, New Plymouth.
- b. Include provisions relating to the rights and obligations of Shareholders in the Company who are required to also hold a Lot which forms part of the property known as Tapuae Estate.

2. Definitions and Interpretation

2.1 Definitions: Unless the context otherwise requires:

"Act" means the Companies Act 1993.

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"Ancillary Building" means any building erected by each owner of a Residential Lot that is used as an accessory to a Dwelling.

"Bank" means a bank registered under the Reserve Bank of New Zealand Act 1989.

"Board" means the Board of Directors of the Company appointed pursuant to the Constitution.

"Building Platform" means that part of each residential Lot as designated as the site for the construction of a Dwelling and Ancillary Building(s).

"Business Day" means any day of the week other than"

- a. Saturday, Sunday, good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand's anniversary day and the provincial anniversary day as observed at the place where the Lot is situated: and
- b. A day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.

A business day shall be deemed to commence at 9.00 am and to terminate at 5 pm (New Zealand time).

"Capital Improvements" means the replacement or renewal of any improvements or other capital works on the Farm Land.

"Company" means Tapuae Country Estate Limited.

"Controlling shareholder" means the Developer.

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"Constitution" means the Constitution of the Company as amended or added to, including all schedules to the Constitution. References to the Constitution shall also include a reference to any Rules created under the Constitution.

"Contribution" means the levy to be paid by each Shareholder as determined from time to time by the Company, pursuant to the Constitution as set out in clause 7.

"Default Interest Rate" means four percent above the Company's banker's overdraft rate applicable during the continuance of default.

"Design Control Committee" means the committee appointed in accordance with clause 17 to consider the design approval applications by the Shareholder.

"Design Guidelines" means:

- a. the standards attached as Appendix B, and also comprising a Schedule of the Land Covenants which govern landscaping planting, site development and the construction and design of the Dwelling and Ancillary Buildings; and
- b. the procedures for approval of the design of the Dwelling and Ancillary Buildings.

"Developer" means Washer Family Trust created by Deed of Trust dated 15th March 2000, promoting and carrying out the development of the Land and/or any assignee and/or successor in title whether in whole or in part or parts of the Land.

"District Plan" means the New Plymouth District Council district plan applicable from time to time.

"Dwelling" means each residential dwelling to be erected by each Owner on each Residential Lot and includes any improvements to such Dwelling.

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"Emergency Contribution" means a contribution for the purposes of meeting any one-off costs for emergency items of repair or replacement where the same has been approved by the Board as provided by clause 7.5

"Encumbrance" means the encumbrance in favour of the Company noted against the title of each Residential Lot.

"Expense Year" means each 12 month period commencing on 1 July and ending on 30 June, or such other 12 month period as the Committee from time to time sets and includes the broken period commencing on the date of incorporation of this Company, and ending on the 30 June following.

"Farm" means the business established and operated by the Company on the Farm Land.

"Farm Land" means all land, infrastructure, natural features, planting, buildings, plant, chattels, equipment, improvements, facilities and amenities held, leased, or operated in whole or in part by the Company and without limiting the generality thereof includes Infrastructure, Recreational Facilities and more particularly Lots 31 and Lot 32 on Deposited Plan 385658.

"Farm Manager" means the manager of the Farm (if any), appointed to operate the Farm. Where no Farm Manager has been appointed, any reference to the "Farm Manager" in this Constitution will be deemed to be, where appropriate, a reference to the Board.

"Farming Policy" means the policy devised by the Company and approved by the shareholders for farming the Farm Land.

"Infrastructure" means those physical components within the Farm Land owned/or constructed by the Company relating to the provision of utility services and access to (but not within) the boundary of each Residential Lot forming part of

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the Farm Land. Including water supply and pipelines, electricity, telecommunications and roading networks.

"Invitee" means any invitee of or any visitor to a Residential Lot Owner or Occupier.

"Land" means an estate in fee simple containing 77.2002 hectares more particularly previously described in Certificate of Title TNL2/691 (Taranaki Registry), ~~now described in Appendix C, a copy of which is annexed to this Agreement.~~

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"Local Authority" means any corporation, government, local statutory or non-statutory authority or body having jurisdiction over the Land or part of the Land.

"Occupier" means any person occupying any residential Lot under lease, licence or other occupancy right and shall include any entity associated with the Owner and all members of an Owner's family when there is a dwelling.

"Operating Expenses" means the total sum of all rates, taxes, costs and expenses of the Company properly or reasonably assessed or assessable paid or payable or otherwise incurred in respect of the Farm land and the operation of the Company (including, without limitation, the management expenses and management fee of the Manager and any other agents or servants contracted or employed by the Company), but will exclude:

- a. any such costs relating to any Residential Lot;
- b. local authority rates levied against individual Residential Lots; and
- c. any costs payable in respect of Capital Improvements.

"Owner" means any person or entity which owns a Residential Lot. Where the same person or persons are the registered proprietor of more than one Residential Lot that person or persons shall constitute a separate Owner in

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respect of each Residential Lot owned by that persons or persons. Each Owner must also be a Shareholder.

"Recreational Facilities" means the building complex adjacent to the boat ramp, including toilets, kitchen facilities, BBQ area and tennis court, walkways plantings and lake.

"Registered Office" means the Registered Office of the Company for the time being, as determined in accordance with Constitution.

"Registrar" means the person holding office from time to time as Registrar of Companies in terms of the Act.

"Relevant Authority" shall have the same meaning as "Local Authority".

"Residential Lot(s)" means each of Lots 1 to 30.

"Rules" means any Rules created under the Constitution, as added to, amended or modified from time to time by the Company.

"Shareholder" means each person who shall from time to time be a Shareholder of the Company.

"Shareholder's Proportion" means the proportion of shares in the Company owned by a Shareholder in terms of the total number of shares.

"Special Resolution" means a resolution of the Company in general meeting passed by a majority of not less than 75% of such Shareholders as, being entitled to do so, vote in person or by proxy at such general meeting.

"Unanimous Resolution" means a resolution of all the Shareholders of the Company who are entitled to vote.

2.2 Interpretation: Unless the context otherwise requires:

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- a. words denoting the singular shall include the plural and vice versa;
- b. one gender shall include the other genders;
- c. words denoting person shall include any individual, company, corporation, firm, partnership, joint venture Company, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
- d. any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- e. reference to anything of a particular nature following upon a general statement shall not in any way derogate from, or limit the application of the general statement, unless the particular context requires such derogation or limitation;
- f. any reference to "month" or "monthly" shall mean, respectively, calendar month or calendar monthly'
- g. reference to clauses are references to clauses in the Constitution or the rules, as the case may be;
- h. the table of contents, the section headings and clause heading have been inserted for convenience and a quick guide to the provisions of this Constitution and shall not form part of this Constitution or affect its interpretation in any way; and
- i. reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or Rules amending consolidating or replacing the same.

3. Objects

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3.1 The Company is formed to promote the following objects for the benefit of the Owners:

- a. to maintain, preserve and enhance the unique character of the Land as a rural-residential farm park;
- b. to enable the Owners to enjoy the assets and facilities of the Farm Land, and its surrounds;
- c. to manage, administer, maintain and repair the Farm Land;
- d. to promote, preserve, enhance and maintain a community which has a high quality standard of living;
- e. to enable the Owners to enjoy the assets and facilities of the Farm land and the Recreational Facilities;
- f. to protect and enhance the resources, beauty and presence of the Farm land and to enhance its landscaped areas;
- g. to ensure that the Farm is properly run and administered according to the Farming Policy;
- h. to maintain and enhance the plantings within the Farm Land;
- i. to ensure that the Farm is principally operated as a dry stock operation unless otherwise provided for in this Constitution or decided by the Company.
- j. to maintain and repair the Infrastructure;
- k. to maintain and repair the Recreational Facilities;

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- l. to enhance the Recreational Facilities;
- m. to promulgate and enforce the Rules;
- n. the promulgation and enforcement of the design Guidelines and covenants benefiting Owners and the Land generally;
- o. the ownership and the continued ownership of the Farm Land by the Company;
- p. the operation, maintenance, repair, renovation and replacement of the Farm improvements and equipment;
- q. the levying of Owners for the purpose of providing funds for and meeting the costs and expenses associated with the endorsement of the Constitution and with the Farm Land;
- r. the levying of Owners for the purpose of providing funds for and meeting expenses associated with the Farm;
- s. do any act or thing incidental or conducive to the attainment of any of the above objects.

3.2 The Company plays a key role preserving the financial and lifestyle interests of all Owners in farming, administering, controlling and managing the Farm Land, maintaining the Infrastructure, maintaining the Recreational Facilities, ensuring a Farming Policy is adopted which reflects the wishes of Owners and enforcing it, and regulating the common access and other co-operative features of the Farm and the Farm Land.

3.3 The Company shall manage the Owners' collective interests as co-owners in the Farm Land and each owner of a Residential Lot agrees to be bound by the Constitution and the Rules of the Company which will operate to govern their use

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and enjoyment and which will constitute a binding agreement between the Owners.

3.4 The Company through its Constitution provides the mechanism for the regulation of Owner's rights in relation to each of their co-owners in respect of the Farm Land and, as such, the Company will, on the Owners' behalf, comply with and enforce the Constitution of the Company.

3.5 Subject to the Constitution and the Rules, each Owner, Occupier and their Invitees shall be entitled to make full use of the Farm Land.

3.6 No person other than those persons set out in clause 3.5 shall be entitled to have access and use of the Recreational Facilities within the Farm Land.

4. Restriction on Business of Company

4.1 Except if varied by a Special Resolution of Shareholders the Company shall only carry on the following:

a. Ownership and Control

To accept, operate as a farm, maintain and where applicable own, lease and/or manage the Farm Land, Recreational Facilities and Infrastructure together with all improvements of whatever kind, and all footpaths and access ways and roads located on the Farm Land.

b. Repair and Maintenance

To maintain in good repair and condition, the Farm Land and all improvements and other property owned by or leased to the Company including, without limitation, all paths, plantings, private roads, buildings, security access gates on such roads and fences located within the Farm Land.

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c. Rates

To pay all rates and other taxes and charges levied upon or with respect of the Farm Land to the extent that such taxes and charges are not levied directly upon the Shareholders. The Company shall have all rights granted by law to contest the legality and the amount of such taxes and charges.

d. Insurance

To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate including comprehensive public liability insurance cover.

e. Rules and Bylaws

To make, establish, promulgate and in its discretion, to amend or repeal such Company Rules as it deems proper, covering any and all aspects of its functions including the use and occupancy of the Farm Land.

f. Records

To keep books and records of the Company's affairs (including a Register of shareholders) and to make such books and records, together with current copies of the Company Rules available for inspection by the Shareholders, upon request during normal business hours.

g. Other

To carry out and enforce all duties of the Company set out in the Constitution.

4.2 The Company shall have the power and authority at all times as follows:

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a. Contribution

To levy Contributions as provided for in clause 7 of the Constitution.

b. Right of Entry and Enforcement

To enter at any time in an emergency without notice, or in a non-emergency situation after twenty four (24) hours written notice, without being liable to an Owner or any other person or entity, upon a residential Lot or any improvement thereon, for the purpose of enforcing the Constitution or for the purpose of maintaining or repairing any area, improvements or other facility.

The expense incurred by the Company in connection with the entry upon a residential Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Shareholder who owns such Lot and shall be deemed to be a capital contribution against the Lot and be secured by the Encumbrance against the Residential Lot entered upon, and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in clause 7 for Contributions.

The Company shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of the Shareholder who consents thereto, to commence and maintain legal action, or to restrain and enjoin any breach or threaten breach of the Constitution. The Company is also authorised to settle claims, enforce the Encumbrance and take all such action as it may deem necessary or expedient to enforce the Constitution.

Notwithstanding any provision herein to the contrary, the Company may not alter or demolish any improvements on any Residential Lot in enforcing the Constitution before legal proceedings are instituted by the Company or the written consent of the Shareholder has been obtained.

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c. Transfers

To grant and transfer to any person or entity any real property and/or other interest, including title, leasehold estates, easements, rights of way, out in, on over or under the Farm Land for the purpose of constructing, erecting, operating, maintaining thereon, therein or thereunder;

- i. Roads, streets, footpaths, driveways, parking area, tracks, planting, paths and fences;
- ii. Lines, cables, wires, conduits, pipelines or other devices for the creation of services;
- iii. Sewers, water systems, storm water drainage systems and pipelines; or
- iv. Any similar improvements or facilities.

d. Farm Manager and Farm Advisor

To retain and pay for the services of a manager to manage and operate the Farm to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Company or may be employed by the Farm Manager. To the extent permitted by law, the Board may delegate any duties, powers and functions to any such farm Manager.

e. Legal and Accounting Services

To retain and pay for legal, accounting and secretarial services necessary or proper in the operation of the Company.

f. Farm Land Services

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To pay for landscaping, gardening and all other utilities or services incidental to the maintenance of the Farm Land, including, but not limited to any Recreational Facilities; to maintain and repair any Recreational Facilities, easements, roads, access ways, rights of way, parking area, median strips, footpaths, paths, tracks, fences, ponds, plantings, lakes located within or upon the farm land and to maintain and repair other portions of the Farm Land.

g. Other Services and Properties

To obtain and pay for any other property and services and to pay any other taxes or assessments that the Company or the Board is required or permitted to secure or to pay for pursuant to applicable law or under terms of the Constitution.

h. Construction and Farm Land

To construct new improvements on or additions to the Farm Land and strictly in accordance with the appropriate resource consent of the Relevant Authority.

i. Contracts, Property Ownership

To enter into contracts with any persons or entities on such terms and provisions as the board shall determine, and to acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

4.3 The Company may carry on business only if that business is necessary expedient for the purpose of the continued operation of the Farm Land as a farm.

4.4 To the fullest extent permitted by applicable law, but without duplications of (and subject to) any rights or benefits arising under this Constitution, the Company shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, or legal proceedings,

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whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Company against expenses (including legal fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, or proceedings if it is found and determined by the Board or a court that such person:

- a. Acted in good faith and in a manner which person reasonably believed to be in, or not opposed to, the best interests of the Company; or
- b. With respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful.

The termination of any such action, or legal proceedings by settlement, shall not itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Company, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer committee member, employee, servant or agent of the Company, against any liability asserted against such person as such, whether or not the Company would have the power to indemnify such person against such liability hereunder or otherwise.

- 4.5 The Shareholders may by Special Resolution amend, extend or restrict the powers set out in the Constitution.

5. Matters in Act Where Specific Authority Required

5.1 Share Repurchase:

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- a. The Company is expressly empowered and permitted to purchase or otherwise acquire any Share issued by the Company in accordance with the Act:

- b. Where a Shareholder has transferred a Residential Lot and has not at the same time transferred the Share in the Company held by that Shareholder to the transferee of that Residential Lot then the Board may forthwith repurchase that Share on the basis that:
 - i. All Shareholders will hold a Share only in conjunction with their ownership of a Residential Lot; and
 - ii. No Shareholder will transfer a Residential Lot to any party without at the same time transferring their Share in the Company to the same party.

The terms of the offer and consideration offered for any Share shall be fair and reasonable to the remaining Shareholders but subject at all times to section 61(4) of the Act.

5.2 Indemnities and Insurance

a. Insurance

The Company is empowered with the prior approval of the Board to effect insurance for a Director or employee of the Company or a related company in respect of:

- i. Liability, not being criminal liability, for any act or omission in his or her capacity as a director employee; or
- ii. Costs incurred by that Director or employee in defending or settling any claim or proceeding related to any such liability; or

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- iii. Costs incurred by that Director or employee in defending any criminal proceedings in which he or she is acquitted.
- b. Particulars of any indemnity given or insurance entered into for any Director or employee shall be forthwith entered in the interests register.
- c. The definition in section 162(9) of the Act shall apply to clauses 5.2(a) and (b).

5.3 Share Transfers

- a. The instrument of transfer of any Share shall be executed by or on behalf of the Transferor and the Transferee and the Transferor shall remain a holder of the Share until the name of Transferee is entered in the Register as the holder of that Share. Any transfer of a Share shall be in such form as may be approved from time to time by the Board.
- b. At any time the Board may by notice in writing require any Transferee to lodge with the Company within 21 days of the date of such notice a Statutory Declaration and/or such other written advice as the Board may desire disclosing full details of the beneficial ownership of any Share.
- c. If any declaration received under clause 5.3(b) shows that the Residential Lot or the Share are held by different beneficial owners the Board may require the Share to be transferred to the same beneficial owner. If the Shareholder fails to carry out such transfer within a reasonable period, then;
 - i. The Company may forthwith repurchase the Share held by that Shareholder; and/or
 - ii. Transfer the Share to the beneficial owner of the Residential Lot.

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d. Notwithstanding any provisions to the contrary contained in the Constitution, no Shareholder shall transfer a Share except in accordance with the following restrictions:

i. If at any time a Shareholder shall dispose of a Residential Lot then at the same time the Shareholder shall also transfer with that Residential Lot and to the same party to whom that Residential Lot is being transferred ("the Transferee") the Share held by that Shareholder in the Company.

ii. Upon the Board being satisfied that:

aa. The Residential Lot to which the Share related has been transferred to the same Transferee; and

bb. Any declaration of the beneficial interest required under clause 5.3(b) has been delivered to the Board and shows the transferee is the beneficial owner of the Residential Lot and the share; and

cc. A transfer in the form approved by the Board and signed by all parties thereto has been delivered to the Company; and

dd. The Transferee entering any deed document or agreement required by the Board to evidence that the Transferee is bound by the provisions of the Constitution.

THEN The Board shall approve the transfer of the Share to the Transferee provided that such approval shall be given at the cost in all respects of the Transferor.

e. The Board shall have the absolute right to decline to register any transfer of a Share where the Transferor of such share has not at the same time

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transferred to the same Transferee the Residential Lot to which that Transferor is entitled and the provisions of clause 5.3(d) have not been satisfied. The Board shall comply with section 84(4) of the Act when so declining any transfer.

- f. The Board may also refuse to register the transfer of a Share or decline to recognise any instrument of transfer where:
 - i. The Company has a lien on the Share.
 - ii. The proposed Transferor or Transferee is indebted or under any liability to the Company;
 - iii. The proposed Transferee is not a person who is ordinarily resident in New Zealand and there is a requirement at law to provide a consent, authorisation or other authority to so register the transfer of the Share under any Act, regulation or other statutory Regulation and that consent, authorisation or other authority is not forthcoming.

6. Shareholding

- 6.1 Owners to be Shareholder: Each Owner must be a Shareholder, and only Owners will be Shareholders, and for that purpose:
 - a. Encumbrance: An encumbrance must be noted against the title in respect of each Residential Lot. Under the Encumbrance each Owner covenants to become and remain a Shareholder, and to perform the obligations of a Shareholder as set out in the Constitution.
 - b. Deed of Covenant on Assignment: Each Owner must, prior to the sale of a Residential Lot, procure the Purchaser to enter into, execute and deliver to the Company a deed of covenant in favour of the Company, wherein the Purchaser covenants to become, contemporaneously with the transfer

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of the Residential Lot, and remain a Shareholder, and to observe and perform the obligations of a Shareholder as set out in the Constitution. The deed of covenant will be prepared by the solicitors for the Company; and the selling Owner must pay the reasonable legal fees and disbursements of the Company's solicitors.

- c. **New Owners to provide details:** Each Owner must, immediately upon becoming an Owner, (and thereafter as any details change), provide the Company with details necessary for maintenance of the register of shareholders pursuant to clause 6.3, and will upon entry of the details into the register, become a Shareholder.
- d. **Occupier's details to be provided:** An Owner must advise the Company of the details of the Occupier of the Owner's Residential Lot as are requested by the Company, and if required by the Company must procure the Occupier before it enters into occupation of the residential Lot to enter into a deed of covenant with the Company (in a form acceptable to the Company), covenanting to be bound by the Constitution. Each Owner must take all reasonable steps (including enforcing the terms of any lease) to ensure the Occupier complies with the Constitution. In any case of persistent default by an Occupier of the Constitution, the Owner must on demand by the Company, terminate the Occupier's right to occupy the Residential Lot. A copy of the Constitution and the Rules must be attached to every lease, licence, or other document defining occupancy rights.
- e. **Leases:** When creating a lease or tenancy or parting with possession of residential Lot or any part of a Residential Lot the Owner must:
 - i. Notify the Company of the name and address of the party;
 - ii. Ensure that the proposed lessee or Occupier has a copy of the Encumbrance, the Constitution, the Rules and the Design Guidelines current at that time; and

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- iii. Ensure that the proposed lessee or Occupier enters into a deed of covenant with the Company, in the form required by the Company, confirming that the lessee or Occupier will abide by the provisions of the Encumbrance, the constitution, the rules and the design Guidelines.
- 6.2 Developer as Controlling Shareholder: Until 50% of the Residential Lots in the development have been sold, the Developer or its nominee as the Controlling Shareholder ("Controlling Shareholder") of the Company, will be the only director of the Company.
- 6.3 Register of Shareholders: The Company must maintain a register of shareholders recording:
- a. For each Shareholder: name, address, occupation, telephone number, email address and facsimile number (at home and work) and similar details for a third party to be contacted in the event of absence or emergency.
 - b. For each Occupier: name and, in the case of an impersonal entity, a contact person, address, occupation, telephone number and facsimile number (at home and work) and similar details for a third party to be contacted in the event of absence or emergency.
 - c. Shareholding: the date upon which each Shareholder became a Shareholder.
 - d. Voting: where there is more than one Owner of a Residential Lot, such Owners are entitled to vote in accordance with clause 13.
- 6.4 No notice of trust: No notice of any trust express, implied or constructive will be entered on the register of Shareholders.

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6.5 Register to be Maintained: The Board shall ensure that the register of Shareholders is maintained.

6.6 Not assignable: The rights, privileges and obligations of a Shareholder are not assignable.

7. Obligations of Shareholders

7.1 Contributions: Prior to or as soon as practicable after the commencement of each Expense Year, the Company will by written notice advise each Shareholder of the required Contribution for that Expense Year, plus such contingency sum as the Company will, in its sole discretion, fix.

7.2 Payment of Contributions: Subject to anything contained in the Constitution, each Shareholder must, on the first day of July and December in each Expense Year, or such other intervals as the Company determine from time to time, pay one half or such other periodic amount as the Company stipulates from time to time on the Shareholder's Contribution applicable to that Expense Year. Payment must be made by each Shareholder in the manner set out by the Company.

7.3 Statement of Operating Expenses: As soon as practicable but in any event within 5 months of the end of the Expense Year, the Company must provide to each Shareholder an itemised statement of the actual Operating Expenses for the previous Expense Year or any other relevant period, as the case may be. If the Shareholder's Contribution of actual Operating Expenses for the previous expense Year or any other period, as appropriate, is greater than the total payments made by the Shareholder pursuant to clause 7.2, the Shareholder must forthwith pay to the Company the difference. If the Shareholder's Proportion of actual Operating Expenses for the previous Expense Year or any other period is less than the total of the payments made by the Shareholder pursuant to clause 7.2, the Company must credit the difference to the shareholder's Contribution for the then current Expense Year.

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7.4 Interim Payments: If the Company failed to advise a Shareholder of the Shareholder's Contribution for an Expense Year before the date the first payment is due under clause 7.2, the Shareholder must on that date and every other date on which a payment is due under clause 7.2 pay one half of the Shareholder's Contribution applicable to the previous Expense Year. On the Shareholder's Contribution for the Expense Year being advised to that Shareholder:

- a. Clause 7.2 will apply.
- b. If the aggregate of a Shareholder's payments made under this clause during the Expense Year exceeds the aggregate of payments which should have been made under clause 7.2, the Company must credit the difference to the Shareholder's Contribution.
- c. If the aggregate of a Shareholder's payments under this clause during the Expense Year is less than the aggregate payments which should have been made under clause 7.2, the Shareholder must immediately pay the Company the difference.

7.5 Emergency Contributions: The Board may from time to time borrow such sums as the Board shall determine from a Bank or such other respectable financial institution in order to undertake emergency repairs and maintenance.

7.6 Developer's Contribution: for the avoidance of doubt the Developer shall pay such Contributions in relation to the Residential Lots of which it is the registered proprietor and which have not been the subject of an unconditional sale and purchase agreement.

7.7 Purpose of Contributions: The Company shall utilise all Contributions levied solely to meet the objects set out at clause 3.1.

7.8 Sale of Residential Lot: Where a Shareholder ("Vendor") sells a Residential Lot:

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- a. Notwithstanding any other clause in the Constitution, the Vendor will remain liable for sums owed to by the Company by that Vendor.
- b. The Vendor will continue to be liable as primary and principal debtor for all indebtedness for the purchaser of the Residential Lot to the Company until such time as the deed of covenant specified in clause 6.1(b) is received by the Company.
- c. The purchaser of the Residential Lot will be liable as a Shareholder for all indebtedness of the Vendor to the Company in respect of the residential Lot purchased and a statement of the Company given pursuant to clause 7.10 will be conclusive as to the sum of this indebtedness.

7.9 Company to provide Statement: The Company must, on the application of any Shareholder, or any person authorised in writing by such Shareholder, provide the Shareholder or authorised person with a statement of the indebtedness of the Shareholder to the Company calculated to the date specified in the application. The statement must show:

- a. the Shareholder's contribution for the current Expense Year;
- b. payments made by the Shareholder on account of the Shareholder's Contribution in the current Expense Year;
- c. Payments due from the Shareholder on account of the Shareholder's Contribution in the current Expense Year, and not paid by the Shareholder;
- d. Payments due from the Shareholder on account of any payments made or required to be made by the Company to remedy any breach by the shareholder of the Constitution, the rules or the Design Guidelines; and
- e. Accumulated unpaid default interest.

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7.10 Ratification by Shareholders: the Contributions set by the Board pursuant to clause 7.1 shall be ratified by the Shareholders at a meeting for such purpose prior to the Contributions being levied.

7.11 Covenants and Rules: Each Shareholder agrees to promptly and fully comply with the Constitution and any Rules made by the Company from time to time, and any covenants given in favour of the Company by such Shareholder (whether by separate deed of covenant or as noted against each Title).

7.12 Reverse Sensitivity: The Shareholder shall not in any way object to, protest or obstruct the reasonable activities of the Company or its agents or employees in operating the Farm, except as may be provided under the Constitution or these Rules. It is expressly acknowledged that the Shareholder's Residential Lot is part of a farm park development and the Shareholder accepts that farming activities will take place on the Farm Land and the neighbouring properties, including, but not limited to:

- a. Farming the Farm Land as a dry stock farm;
- b. Spraying;
- c. Fertilising; and
- d. Noise of the Farm's stock, employees, agents and servants.

8. Shareholder's Assistance to Developer

8.1 Encumbrance: The Encumbrance must be noted against each title to each residential Lot in favour of the Company. The Company must not, except by Special Resolution agree to the alteration of the terms of the covenant as first noted against each title.

9. Breach of Obligations

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9.1 Occupiers and Invitees: A reference to an act or omission by any Shareholder, in the Constitution, the Design Guidelines or the Rules will include any act or omission by any mortgagee in possession of that Shareholder's Residential Lot; the agents, contractors, employees and Invitees of the Shareholder, the Occupier and/or the mortgagee in possession of that Shareholder's Residential Lot.

9.2 Consequences: Upon any breach of the Constitution or the Rules by a Shareholder ("Offending Shareholder")

a. Where damage has been caused to the Farm Land, the Offending Shareholder must make good such damage.

b. If such default continues for seven days after notice is given by the Company to the Offending Shareholder to remedy the default, the Company may do anything, including paying money, necessary to remedy the default.

c. All money paid and expenses incurred by the Company (including any legal costs of the Company on a solicitor/client basis) in remedying, or attempting to remedy, any breach by an Offending Shareholder of the Constitution or the Rules, or incurred in the exercise, or attempted exercise, or enforcement or attempted enforcement of any power, right or remedy of the Company in respect of such breach, will be a debt due from the Offending Shareholder to the Company.

d. If any money payable by an Offending Shareholder to the Company (including but not limited to a Shareholder's Contribution) is in arrears and unpaid for seven days (whether or not a formal demand for payment has been made and without any formal demand being necessary) such money will be payable on demand and shall bear interest at the Default Interest Rate, computed on a daily basis from the due date until the date of payment in full.

10. OBLIGATIONS OF THE COMPANY

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10.1 Rules: The Company shall promulgate any Rules and shall incorporate Rules for the Farm Land (including any restrictions on use for security, maintenance or other reasons) and rules concerning the behaviour of Individual Owners, Occupiers and Invitees. The first such Rules for the Farm Land will be those attached as Appendix A to the Constitution. The Company may:

- (a) amend and review the Rules from time to time as appropriate; and
- (b) enforce the Rules, taking such action as the Company considers appropriate.

10.2 Audited accounts: The financial statements of the Company shall be audited annually and distributed to Shareholders as soon as is reasonable practicable after each audit is completed, and in any event, no later than 5 months after the end of each accounting period of the Company.

11. POWERS OF THE COMPANY

11.1 The Company and its Board have all of the requisite powers required to satisfy the objects of the Constitution.

12. GENERAL MEETINGS

12.1 Annual General Meeting: In addition to any other meetings in that year, the Company must hold an annual general meeting each year. Not more than 18 months must elapse between the date of one annual general meeting and that of the next. The Board will determine the time and place of each year's annual general meeting.

12.2 Special General Meeting: A general meeting other than an annual general meeting may be requested by the Board, or by written requests signed by not less than 33% of current Shareholders. The Board must call a special general meeting within 15 Business Days of receiving an effective request.

12.3 Resolution in Lieu of Meeting: Notwithstanding any contrary provision in the Constitution, a resolution in writing signed by 75% of the Shareholders entitled to vote in person or by proxy at general meetings, will be as valid and effectual as if

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it had been passed at a general meeting of the Company duly convened and constituted.

- 12.4 Quorum: No business may be transacted at any general meeting of the Company unless the quorum is present when a meeting proceeds to business. The quorum shall be the Shareholders present in person or in proxy who are able between them to exercise 30% of the total votes that could be cast if all Shareholders were present.
- 12.5 Notice of General Meeting: A notice of general meeting of the Company must be sent to every Shareholder not less than 10 Business Days before the date of such meeting. Such notice must specify the date, time and venue of such meeting. In case of a general meeting other than an annual general meeting such notice must specify all business and all notices of motions to be considered at such meeting. No business or notice of motion which is not specified may be discussed or transacted at such meeting.
- 12.6 Failure to Give Notice: Where notice of a meeting has been given, the accidental omission to give notice to, or the non-receipt of notice by, any shareholder, will not invalidate the holding of the meeting or the proceedings at any such meeting.
- 12.7 The Chairperson: The chairperson at any meeting must be:
- (a) the chairperson of the Company; or
 - (b) if the chairperson is not present or is unwilling to take the chair, then the Shareholders who are present may choose one of their number to chair the meeting, with such appointment to be determined by a majority of Shareholders present in person or by proxy.
- 12.8 Adjournment: If a quorum is not present within half an hour from the time appointed for the holding of a general meeting convened at the request of Shareholders, the meeting must be dissolved. In any other case, the meeting must stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board shall determine (such date not to be later than 10 Business Days from the date of the adjourned meeting). If at such adjourned meeting a quorum is not present within

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half an hour from the time appointed for holding the meeting, the Shareholders present together with the Controlling Shareholder (if there is one) will constitute a quorum.

- 12.9 Adjourned Meetings: No business other than that business which might have been transacted at the meeting from which the adjournment took place, may be transacted at any adjourned meeting. Shareholders will not be entitled to receive any notice in respect of adjourned meetings.

13. VOTING

- 13.1 Voting: Each Shareholder present at a general meeting of the Company (not at that time being in breach of the Constitution, the Design Guidelines or the Rules), will be entitled to one vote in accordance with the provisions of the Constitution. On the death of any Shareholder, and pending the transfer of the Shareholder's Residential Lot, the executor of that Shareholder's estate will be entitled to exercise that Shareholder's vote. At any general or special meeting of the Company, the Controlling Shareholder (if there is one) will be entitled to exercise the number of votes equal to one more than the votes exercised by the Shareholders voting in person or by proxy.
- 13.2 Corporation Representatives: Any corporation which is a Shareholder may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised will be entitled to exercise the same powers on behalf of the corporation which that person represents as that corporation could exercise if it were an individual Shareholder, and references in the Constitution to a Shareholder being present in person shall mean and include a representative appointed pursuant to this clause, and such person may also stand for election to the Committee.
- 13.3 Proxies: A proxy shall not be valid unless it is received by the Company within a time before the start of the meeting specified by the Board such specified time not to exceed 48 hours before the start of the meeting.

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- (a) A proxy may be appointed generally or for a specified period or specified meeting. An instrument appointing a proxy shall be in the form set out in Appendix C with a proxy named either by name or by reference to an office which he may hold.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (c) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Share in respect of which the proxy is given if not intimation in writing of such death, insanity, revocation or transfer as aforesaid has been received by the Company, at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

13.4 Postal Votes: The Board shall in respect of each meeting of Shareholders allow postal voting.

13.5 No Vote If Fees Unpaid: Unless all of the Shareholder's Contributions, Emergency Contributions and additional fees or costs including interest presently payable by the Shareholder to the Company have been paid in full, the Shareholder will not be entitled to vote at any general meeting of the Company, whether in his own right or as proxy for another person.

13.6 Voting at Meetings: At any general meeting:

- (a) a resolution may be put to the vote by the chairperson or by any Shareholder present at the meeting and entitled to vote.
- (b) resolutions put to the vote will be decided on voices or a show of hands, unless a poll is demanded on or before declaration of the result of the voices or show of hands by:
 - (i) the chairperson of the meeting; or

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- (ii) at least half the Shareholders present in person or by proxy.
 - (c) in the case of a resolution put to the vote of the meeting by voices or a show of hands, a declaration by the chairperson that such resolution has been carried or lost or an entry to that effect in the company's minute book, will be conclusive evidence of that fact, without further proof of the number or proportion of votes recorded in favour of or against such resolution.
 - (d) resolutions must be passed by a majority of votes, except where Special Resolution or the unanimous resolution of all Shareholders is required by the Constitution.
 - (e) in the case of a tie in votes, the chairperson may exercise the casting vote.
- 13.7 Good Faith: Shareholders must, in exercising any vote at any general meeting, exercise such vote in good faith with a view to ensuring that all Shareholders are treated equally by the Company.

14. APPOINTMENT OF THE DIRECTORS

- 14.1 The first Director of the Company shall be John Charles Washer. The Company in meeting shall thereafter appoint the Directors as provided below. Unless and until otherwise determined by the Annual Meeting, the number of Directors for the time being of the Company elected by Shareholders shall not be greater than six (6). The Director appointed under clause 14.5 shall be in addition to the Directors appointed pursuant to this clause.
- 14.2 The Shareholders may from time to time by Ordinary Resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
- 14.3 The following provisions shall apply to the appointment of Directors:
- (a) At the annual meeting in every year, at least one third of the Directors for the time being, or if their number is not divisible by three then the multiple

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nearest to one third of the Directors shall (subject to the provisions of clauses 14.8 and 14.9 hereof) retire from office. A Director not re-elected shall retain office until the dissolution or adjournment of the meeting at which his successor is appointed.

- (b) The Directors to retire in every year shall be those who have been longest in office since their appointment but as between persons who become Directors on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- (c) A retiring Director shall be eligible for re-election.
- (d) The Shareholders may vote by ordinary resolution to appoint a Director of the Company only if:
 - (i) The resolution is for the appointment of one Director; or
 - (ii) The resolution is a single resolution for the appointment of 2 or more persons as Directors of the Company and a separate resolution that it be so voted on has first been passed without a vote being cast against it.
- (e) Where there are more nominations for the position of Director than the available places, voting on Directors shall be by way of poll and all of the persons nominated as Directors shall be voted on together in the one poll or ballot and those Directors who are in number equal to the available vacancies and receive the greater number of votes cast in their favour shall be elected as the Directors.
- (f) The Shareholders at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by electing a person to fill that vacancy under clause 14.2(d). In default of such election the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected unless at that meeting it is expressly resolved not to fill the vacated office or unless a resolution for the re-election of the Director is put to a meeting and lost.

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- (g) No person other than a Director retiring by rotation at the meeting shall, unless nominated by the Directors, be eligible for election to the office of Director at any meeting unless at some time after the close of the preceding financial year and not less than 30 days nor more than 60 days (but in the case of a person recommended by the Directors not less than 21 days) before the date appointed for the meeting there has been left at the registered office of the Company notice in writing signed by a Shareholder fully qualified to attend and vote at the meeting for which the notice is given nominating a person for election and also notice in writing signed by that person of his willingness to be elected. Notice of nomination for the office of Director shall either be included in the notice of such meeting or be sent by the Company to each Shareholder entitled to attend the meeting not less than seven days before the meeting. Failure to give the notice shall not invalidate the nomination but if notice of nomination is not given as required hereby the meeting so far as election of Directors is concerned, shall stand adjourned until some later date to be fixed by the chairman of the meeting and not less than seven days notice of the nomination shall be given before any such adjourned meeting may proceed to elect Directors.

14.4 The Directors shall have power at any time and from time to time appoint any person:

- (a) To be a Director either to fill a casual vacancy; or
(b) As an additional Director.

Any Directors so appointed shall hold office only until the conclusion of the next annual meeting and shall then be eligible for re-election.

14.5 The Directors shall have the power at any time and from time to time appoint one Director who shall not be required to hold a Share in the Company. Such Director shall be appointed on the following basis:

- (a) That Director shall be appointed for such term (not exceeding three years) and at such remuneration as the board considers to be in the best

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interests of all Shareholders and shall be in addition to the Directors appointed under clause 14.1.

- (b) The terms and conditions of appointment of such Director shall be subject to ratification of Shareholders at the annual meeting following his/her appointment and if not so ratified that Director shall resign at the conclusion of that meeting.
- (c) If that Director resigns or ceases to hold office then the Board may appoint another person to that position.

14.6 Any Director may appoint any person approved by the other Directors and not being a Director, to be an alternate or substitute Director during his absence or inability to act as a Director. The appointee, while he holds office as an alternate Director, shall be entitled to:

- (a) all notices of meetings of the Directors;
- (b) all papers;
- (c) minutes or documents sent to Directors; and
- (d) to attend and vote at any meetings of Directors,

but shall not vote at that meeting except in the place of the Director for whom he is an alternate and he shall not require any qualification and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment or revocation so made may be revoked at any time by the appointer. Any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the registered office of the Company. The appointment of an alternative Director shall be cancelled and the alternate Director shall cease to hold office whenever the Director who appointed him shall cease to be a Director.

14.7 A Director (except for one Director of the Company appointed under clause 14.5 whom shall not be required to hold a share) must be a Residential Lot owner and

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a Shareholder or if the Residential Lot owner and Shareholder is a company or a trust be a Shareholder, director, trustee or beneficiary of such company or trust.

14.8 The office of Director shall be vacated if the Director:

- (a) Would be or is disqualified under Sections 152(2), 152(3), 382 and 383 of the Act; or
- (b) Resigns his office pursuant to clause 14.9 hereof; or
- (c) Absents himself from attendance at meetings of the Directors continuously for the space of six months without special leave of absence from the Directors and his alternate (if any) shall not have attended any such meeting in his stead and the other Directors shall resolve that his office be vacated by reason of such absence of himself and his alternate.

14.9 A Director may retire from his office at any time by tendering to the Company a notice in writing of his resignation or by announcing the same at a meeting of the Board of the Company. A resignation by notice as aforesaid shall take effect as from the time of receipt of such notice at the registered office of the Company unless a later date is specified in the notice. A notice of resignation may be given by telegram, facsimile, electronic transfer or other similar means.

15. DIRECTORS' REMUNERATION

In addition to the powers contained in Section 161 of the Act and subject to the restrictions below:

15.1 Subject to the provisions of clauses 14.5(a) and 15.3 of the Constitution the Directors shall be paid out of the funds of the Company such sums or at such rate per annum by way of remuneration for their services as Directors as the Shareholders may at any meeting from time to time by resolution determine and any such determination shall not be increased nor any greater sum voted than in the previous year unless notice of intention to move accordingly, specifying therein the amount of the proposed increase, has been given to Shareholders in the notice convening the meeting.

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- 15.2 Such remuneration may be fixed for all or any of the Directors individually or collectively, or partly by the one and partly by the other of such means, and any remuneration payable to any Directors collectively shall be divided amongst them in such proportions and in such manner as they may determine and in default or such determination shall be divided amongst them in equal proportions.
- 15.3 The Directors may award additional remuneration out of the funds of the Company by a fixed sum or at a fixed rate to any Director or committee of Directors rendering any special services for any of the purposes of or in the interests of the Company or for undertaking any work additional to that required of Directors of a Company similar to the Company and without any such award each Director shall be entitled to reasonable expenses for or in connection with any journeys undertaken by him on the Company's business.
- 15.4 A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company.
- 15.5 Any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested shall not be liable to be avoided nor shall any Director so contracting or being so interested be liable to account for the Company for any profit realised by any such contract or arrangement by reason of the Director holding that office or of the fiduciary relation thereby established.
- 15.6 Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director PROVIDED THAT nothing herein contained shall authorise a Director or his firm to act as an auditor to the Company.

16. PROCEEDINGS OF DIRECTORS

The Third Schedule of the Act is modified to the extent set out below:

16.1 Regulate Own Proceedings

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The Directors may meet together for the despatch of business, adjourn, or otherwise regulate their meetings and proceedings as they may think fit and may determine the quorum necessary for the transaction of business.

16.2 Quorum

Until otherwise determined the majority of Directors shall form a quorum. If a quorum shall not be present at a meeting then the meeting may be adjourned for at least 72 hours and notice of the day, time and place for such adjourned meeting shall be given to all Directors either verbally or in writing at least 48 hours prior to the time of such adjourned meeting.

16.3 Notice of Adjourned Meetings

Every Director in New Zealand shall be given notice of a meeting either verbally or in writing. There shall be no time within which such notice shall be given and the failure to give such notice to any Director shall not invalidate any meeting of Directors. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, power and discretions by or under the Constitution of the Company or the Act for the time being vested in or exercisable by the Directors generally.

16.4 A meeting of Directors may be held by means of audio and visual communication by which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting. If a Director's meeting is held by means of audio or audio and visual communication then:

- (a) At the commencement of the meeting each Director must acknowledge his presence for the purpose of a meeting of the Directors of the Company to all the other Directors taking part.
- (b) A Director may not leave the meeting by disconnecting his communication medium unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during that meeting unless he has previously

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obtained the express consent of the Chairman to leave the meeting as aforesaid.

- 16.5 It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from New Zealand but if he has appointed an alternate Director under the provisions of this Constitution notice shall be given to such alternate Director.
- 16.6 The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the Constitution of the Company as the minimum number of Directors (3 Directors), the continuing Directors or Director may act for the purposes of increasing the number of Directors to that number or of summoning a meeting of the Company but for no other purposes.
- 16.7 The Directors may delegate any of their powers as set out in Section 130 of the Act.
- 16.8 All acts done by any meeting of the Directors or a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 16.9 The Board and any committee or delegate under clause 16.7 hereto shall cause minutes to be made in books provided for the purpose of recording:
- (a) The names of the Directors present at each meeting of the Directors and of any committee of the Directors.
 - (b) All Resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

Any such minutes of any meeting of the Directors or of any committee or of the Company if purporting to be signed by the Chairman of such meeting or by the

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Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

16.10 The board may from time to time and at any time by power of attorney execute in accordance with Section 180(1)(a) of the Act appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution) and for such period and subject to such conditions as they may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

17. DESIGN CONTROL COMMITTEE

17.1 Committee: The Design Control Committee may have up to four members.

17.2 Composition: The Design Control Committee shall comprise the following persons:

- (a) an architect or architectural draftsman appointed from time to time by the Developer;
- (b) a representative of the Developer;
- (c) a representative of the Shareholders so long as there are more than five (5) Individual Owners;

17.3 Controlling Shareholder: While the Controlling Shareholder owns any part of the Land it may appoint up to two members (inclusive of the Controlling Shareholder) to the Design Control Committee. The following applies to appointments and revocations by the Controlling Shareholder:

- (a) The people appointed need not be Shareholders of the Company;
- (b) The appointment lasts until the person resigns or the appointment is revoked by the Controlling Shareholder;

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- (c) The Controlling Shareholder must give the Company written notice of an appointment or a revocation of an appointment;
- (d) If the number of Shareholders appointed by the Controlling Shareholder is less than two then the Controlling Shareholder may make new appointments; and
- (e) The appointments may be revoked by the Company once the Controlling Shareholder no longer owns any part of the Land or the project.

17.4 Company Appointments: The Company may appoint only one member of the Design Control Committee until the Controlling Shareholder:

- (a) No longer owns any part of the Land or Project; or
- (b) Gives the Company a written notice waiving its appointment rights under Rule 17.3.

17.5 When the Controlling Shareholder no longer owns any part of the Land, the Company may appoint all members of the Design Control Committee.

17.6 Appointments: The following applies to appointment and appointment revocations by the Company:

- (a) Appointments and revocations of appointment are by Board resolution;
- (b) The people appointed need not be Shareholders of the Company; and
- (c) An appointment lasts until the person resigns or the appointment is revoked by the Company.

17.7 Records of Shareholders: The secretary of the Company must keep a record of current members of the Design Control Committee. The records must include:

- (a) A postal address, telephone number and facsimile number (if available) as notified by the members from time to time;
- (b) The date of appointment of the member; and

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(c) Written evidence of the appointment of the member; and

(d) The meetings attended by the member.

17.8 Chairperson: While the Controlling Shareholder owns some land, the chairperson of the Design Control Committee will be a member specified from time to time by the Controlling Shareholder in written notice to the Company. Otherwise, the Chairperson of the Design Control Committee will be a member decided from time to time by resolution of the Committee.

17.9 Design Guidelines: The Design Control Committee may change the Design Guidelines from time to time.

17.10 Design Approval: Before commencing any building or development of the Residential Lot or obtaining any consent from any Relevant Authority to build, a Shareholder must first submit the design of the proposed building or development to the Design Control Committee for its written approval, which must not be unreasonably withheld or delayed where the design complies with and is submitted in accordance with, in the following order of priority:

(a) The District Plan;

(b) The relevant Design Guidelines; and

(c) These Rules or any additional Rules made under the Constitution.

17.11 Costs: all costs of the design approval process (including without limitation, any disbursements or professional charges of a member of the Design Control Committee) must be met by the Shareholder seeking the approval.

17.12 Right to disapprove Plans: The Design Control Committee retains the right to refuse to approve any plans which, in its reasonable opinion, do not meet the minimum standards of design quality as outlined in the Constitution, these Rules and the Design Guidelines.

17.13 Approval Process: The Design Control Committee and the Shareholder must comply with the approval process set out in the Design Guidelines before undertaking any work to the Residential Lot.

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17.14 No Waiver of Future Committee: The approval of the Design Control Committee to any works is not a waiver of the right to approve conditionally or reject any similar works subsequently submitted for approval.

17.15 No Liability for Company to Design Control Committee: Neither the Design Control Committee, not any member of the Design Control Committee, not the company is liable to any applicant for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given unless due to the wilful misconduct, bad faith, or criminal act of the Design Control Committee, its members, the Company or their duly authorised representatives.

17.16 Approvals (conditional or unconditional) of any application will not be construed as compliance by the works with any laws about construction of the works, the structural soundness of the works, or any other approvals required for the works.

18. GENERAL

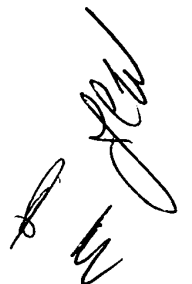
18.1 Alteration of Constitution: The Constitution and the Rules must not be amended, added to or rescinded except at an annual general meeting, or a general meeting convened for that purpose, and unless written notice of the proposed amendment, addition or rescission has been given to all Shareholders in accordance with the Constitution.

18.2 Alteration by Special Resolution: The Constitution and the Rules shall not be amended, added to or rescinded except by Special Resolution.

18.3 Power of Attorney: For the purposes of enabling the operation of the Farm or the carrying out of any other act relating to the Company and subject to the prior approval of the Shareholders by Special Resolution, each Shareholder appoints the Company as the attorney of the Shareholder and in the Shareholder's name to sign all transfers, surrenders, assignments, deeds, documents, and other instruments as may be necessary to carry out any of the directions or resolutions contained in such Special Resolutions so as to give effect to the same.

18.4 Dispute with Developer as Controlling Shareholder: In the event of a dispute between the Developer and any Shareholder(s) with respect to the Developer's

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exercise of its powers or performance of its duties as Controlling Shareholder under the Constitution, an independent mediator shall be appointed to mediate the dispute if at least 25% of the Shareholders (excluding the Controlling Shareholder) vote to appoint such a mediator.

- (a) If the parties cannot agree as to the mediator to be appointed, one shall be nominated by the President of the Taranaki District Law Society.
- (b) In the event that the dispute remains unresolved 30 days after the appointment of a mediator, clause 18.11 shall apply and the dispute shall be referred to arbitration.

18.5 Acceptance by Registrar: No such amendment, addition or rescission will be valid unless and until accepted by the Registrar.

18.6 Registered Office: The registered office will be situated at a place nominated by the Board.

18.7 Liability of Shareholders: Neither the Developer nor any Shareholder will be under any liability in respect of any contract or other obligation made or incurred by the Company.

18.8 Company to Indemnify Shareholders: The Company must indemnify the Developer or any Shareholder against any liability properly incurred by such Shareholder in respect of the affairs of the Company, to the extent of property owned by the Company.

18.9 No Action in favour of Shareholders: No action in law or otherwise will lie in favour of the Developer or any Shareholder against any other Shareholder, the Board or the Design Control Committee, or any Committee member in respect of any act or omission pursuant to the Constitution and these Rules. Nothing in this Rule will prevent an action in respect of any loss or expense arising from the wilful default of the person against whom such action is taken.

18.10 Shareholder to Indemnify Company: each Shareholder must indemnify and keep indemnified the Company, the Board and Design Control Committee from and

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against any action, claim, demand, loss damage, cost expense and liability which the Company may suffer or incur, or for which the Company, the Board, and Design Control Committee may become liable in respect of or arising from any breach of the Constitution and these Rules by the Shareholder.

18.11 Arbitration: Any difference or dispute which may arise between a Shareholder and the Company concerning the Constitution and these Rules or any act or thing to be done, suffered or omitted under the Constitution and these rules, or concerning the construction of the Constitution and these Rules, shall be referred to the arbitration of a single arbitrator if the parties can agree upon one, but otherwise to two arbitrators (one to be appointed by either party) and an umpire (to be appointed by the arbitrators before entering upon the reference). Any dispute, difference or question as to the jurisdiction of the arbitrator shall be determined by the arbitrator. The arbitration shall be conducted in accordance with and subject to the provisions of the arbitration statutes for the time being in force in New Zealand. Such arbitration shall be a condition precedent to the commencement of any action at law.

18.12 Approval: Where in the Constitution and these Rules any reference is made to the approval or consent of the Company of the Developer:

- a. such approval or consent may be given at the sole discretion of the Company, or the developer, as appropriate;
- b. no approval or consent given on any occasion by either the Company or Developer will serve as a precedent for, or be binding in any way with respect to, any future application for consent or approval; and
- c. such reference will mean the prior written approval or consent of the Company or the Developer, as appropriate.

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APPENDIX A

FARM LAND RULES

1. INTERPRETATION

1.1 For the purposes of these Rules:

- (a) Any reference to "Shareholder" shall be deemed to include a reference to "Occupier" and/or "Invitee";
- (b) Any obligation imposed on a Shareholder shall bind the Shareholder to procure performance of that obligation by the Shareholder's Occupiers and/or Invitees.

2. ACCESS TO THE FARM LAND AND RECREATIONAL FACILITIES

- 2.1 Shareholders shall have access to the Farm Land and use of the Recreational Facilities, subject to the Constitution and these Rules.
- 2.2 No Shareholder shall make or retain any duplicates or copies of any keys or access cards relating to the Farm Land or Recreational Facilities. Additional keys or access cards can be provided by the Company, on payment of the fee charged by the Company. In the interests of effective security the Company shall have the right (at the Company's sole discretion) to restrict the number of keys or access cards issued.
- 2.3 No person shall be allowed by any Shareholder to use a key or access card, other than the Shareholder and the Shareholder's Invitee.
- 2.4 If any key or access card is lost, stolen, destroyed or mutilated, the Shareholder shall immediately report such to the Company.

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- 2.5 The Company may from time to time, restrict access to certain areas of the Farm Land where the Company deems it appropriate (for example during the calving season), if certain areas become unsafe or if maintenance work is required.

3. TRAILS

- 3.1 Subject to the restrictions contained herein, the Shareholders and their Invitees are permitted to walk, ride bicycles (not motorised) at those times and in such locations as are designated from time to time by the Farm Manager appointed by the Board ("Riding Trails"). Shareholders and their Invitees shall only be permitted to pass and repass over the Walking Trails on foot or by bicycle (not motorised).

4. CONDUCT AND NOISE

- 4.1 No Shareholder shall engage in, or allow any person to engage in, any criminal activity.
- 4.2 No Shareholder shall on the Farm Land make or permit any improper or unseemly noises, nor act in any fashion so as to annoy or disturb any other Shareholder.
- 4.3 If intoxicating liquor is consumed on the Farm Land, the Shareholder shall ensure that all laws governing the consumption of intoxicating liquor are complied with.
- 4.4 The Company reserves the right to exclude or evict any person who in the opinion of the Company is under the influence of intoxicating liquor, drugs, or substances, or who in any manner acts in violation of the Constitution or these Rules. This right may be delegated to the Farm Manager.
- 4.5 No Shareholder shall on the Farm Land burn any material or substance or do anything which may create a fire hazard or contravene fire regulations.

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- 4.6 No Shareholder shall dispose of any rubbish except into bins or receptacles for removal on usual days by the Local Authority or by independent contractors.
- 4.7 No Shareholder shall use firearms on that Shareholder's Residential Lot or on the Farm Land without the prior permission of the Farm Manager.
- 4.8 No Shareholder shall allow any rubbish, plant or equipment and material, noxious substances, livestock, animals or birds on the land which may cause objection to neighbouring Shareholders or detract from the general appearance of the Farm Land or Residential Lot or permit weeds, undergrowth or long or rank grass to accumulate on the Residential Lot.

5. SHAREHOLDER'S OBLIGATIONS

- 5.1 Each Shareholder shall have the duty to keep that Shareholder's Residential Lot and all improvements thereto (including all fences) in high standard and in an attractive condition and shall not permit the accumulation thereon of unsightly rubbish or materials.
- 5.2 Each Shareholder shall at all times comply with the requirements of all statutes, regulations and local authorities, and shall duly and punctually pay all rates, taxes, charges and other outgoings payable in respect of that Shareholder's Residential Lot.
- 5.3 Each Shareholder shall properly secure any residence or building on that Shareholder's Residential Lot when it is not occupied.
- 5.4 No Shareholder shall allow the Residential Lot to be occupied or used for residential purposes either by the erection of temporary structures or placing of caravans or any similar facility.
- 5.5 Trees are not allowed to grow to a height exceeding 6 metres on any part of a Residential Lot or to a height where a tree of any height will impede the views from any other Residential Lot.

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5.6 No Shareholder shall allow any water tanks to be located on any Residential Lot above ground level unless approved by the Design Control Committee.

5.7 No Shareholder shall allow any dwelling to be occupied until construction has been completed and a Certificate of Compliance issued.

5.8 No Shareholder shall conduct any commercial activity on any Residential Lot, or garage or store on the Residential Lot any plant or equipment other than that normally required for residential use.

6. PETS

6.1 No Shareholder shall keep or allow on any Residential Lot any animal except for cats with a bell attached or one dog. The dog must not unreasonably interfere with the peaceful enjoyment of other Shareholders and shall be registered and vaccinated.

6.3 No Shareholder shall keep or allow any animal on the areas comprising the Farm Land or Recreational Facilities. Notwithstanding this general prohibition, a Shareholder may take a dog over and across the Farm Land and Recreational Facilities if the dog is on a leash and the Shareholder shall be responsible for immediate removal of any droppings.

6.4 The keeping of any other animal may be approved by the Farm Manager or the Company.

6.5 Shareholders must comply with all directions of the Farm Manager in respect of their pet or animal.

7. AERIALS

7.1 No Shareholder shall erect or permit to be erected on any Residential Lot any aerials, satellite dishes or other communication receivers of any kind whatsoever,

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other than those approved by the Design Control Committee which permission may in the Design Control Committee's absolute discretion be withheld should it consider that these do not conform to a desirable standard.

8. RULES GOVERNING FARM LAND USE

- 8.1 Each Shareholder shall make no improper, offensive or unlawful use of the Farm Land or any Recreational Facilities and shall use the Farm Land and Recreational Facilities only for the purposes for which they were designed.
- 8.2 No Shareholder shall fetter, obstruct or impede the use of the Farm Land or any Recreational Facilities by any other Shareholder.
- 8.3 No Shareholder shall place anything in or on the Farm Land or Recreational Facilities without the approval of the Farm Manager.
- 8.4 No Shareholder shall do any act which may prejudice or add to the premium payable in respect of any insurance of the Farm Land and Recreational Facilities.

9. HELIPAD AND AIRCRAFT

- 9.1 No Shareholder shall deliberately fly any aircraft or permit any aircraft to be flown over another Residential Lot or the Farm Land so as to cause a nuisance or to create a hazard or potential hazard. No housing of helicopters is permitted on any Residential Lot.

10. ROADS

- 10.1 No Shareholder shall park any vehicle on the roads or on the Farm Land, other than in areas specified by the Company from time to time as suitable for that purpose.

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10.2 All vehicles shall be driven in a safe manner with consideration for the safety of others and their enjoyment. The Shareholder shall be responsible for ensuring that their Invitees comply with the requirements of this provision. If a Shareholder or its Invitees fails to comply with this provision, the Company may ban any such person from driving or riding a vehicle on the Farm Land.

11. HAZARDOUS ACTIVITIES

11.1 No activities may be conducted on the Farm Land or Recreational Facilities which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged without the prior written approval of the Farm Manager, and no hazardous materials shall be disposed of thereon, and no open fires shall be lighted or permitted except in contained cooking units unless approved in writing by the Company. Any such approval shall be subject to the requirements of the relevant Local Authority.

12. EARTHWORKS AND EXCAVATIONS

12.1 No part of the Farm Land shall be used for the purpose of mining, quarrying, drilling for minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

13. FARMING

13.1 No Shareholder shall undertake any activity which is or may be in conflict with the spirit and intention of the Farming Policy.

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APPENDIX B

DESIGN GUIDELINES AND LAND COVENANTS

TAPUAE ESTATE DESIGN GUIDELINES AND APPROVAL PROCESS

1. Intention of Guidelines and Approval Process

- 1.1 The following design guidelines are to protect the interests of all owners in the character of Tapuae Estate residential/rural farm park development. The design guidelines are additional to the requirements of the relevant District Plan and the Consent Notices registered against the respective titles. The intention of these building guidelines is to ensure a quality development that is in harmony with the surrounding environment.
- 1.2 The design guidelines will be administered, monitored and applied by the Design Control Committee appointed pursuant to clause 17 of the Constitution of Tapuae Country Estate Limited ("TCEL").
- 1.3 Owners must submit their building, landscaping, fencing and planting plans to the Design Control Committee for written approval before commencing any building or development on their Property or obtaining any consent from any relevant authority to build or develop.
- 1.4 The Design Control Committee will consider the plans submitted by the Owner pursuant to clause 1.3 in accordance with the District Plan, the resource consents under which Tapuae Estate was completed, the covenants registered on each residential lot, the design guidelines, the Constitution and the rules formed under that Constitution.
- 1.5 The Design Control Committee may:
 - Request further information from the Owner;
 - Extend the time required by the Design Control Committee to consider the Owner's plans and further information submitted by the Owner;
 - Require the Owner to make changes to the plans in order to comply with the District Plan, the resource consents under which Tapuae Estate was completed, the covenants registered on each residential lot, the design guidelines, the Constitution of Tapuae Country Estate Limited and the rules formed under that Constitution.
- 1.6 The Design Control Committee must respond (but not necessarily with a decision) to the applicant within a period of 30 days from the date that the application was received by the Design Control Committee.

2. Tapuae Estate Philosophy

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- 2.1 Tapuae Estate is a premium residential/rural farm park subdivision containing 30 homes within 77.0625 hectares. It is a master planned development designed to ensure all owners enjoy both a private house site and the natural beauty of the whole property.
- 2.2 The unique feature of Tapuae Estate is that it combines spectacular coastal landscape and farm land. The principal objective for the Tapuae Estate development has been to preserve the size and quality of its natural assets and make them available to a group of owners to collectively enjoy.
- 2.3 These guidelines are intended to ensure that the development of homes is maintained to high standards and that the buildings contain a degree of design integrity that is sympathetic to the landscape and character of the property as a whole.
- 2.4 Owners are required to comply with the New Plymouth District Council requirements, the terms of the resource consents issued for the Development and all other applicable requirements for building developments. These guidelines are not a substitute for those requirements and do not remove the need to comply with them.
- 2.5 All buildings must be constructed in accordance with the current Building Act, Building Code and the relevant Authority requirements, and in a good tradesman like manner and to quality standards and specifications as approved by the Design Control Committee.

3. Site Development

Overall Design

- 3.1 Overall co-ordination of design is important in creating a master planned development and in preserving the integrity and beauty of the natural landscape for all owners. Planting and landscaping are key elements in this process.
- 3.2 The home and ancillary buildings on any section shall all be located wholly within the residential lot.
- 3.3 The location of the building platform within the Lot shall meet with the approval of the Design Control Committee. The Design Control Committee will principally be concerned to ensure the location of the building platform does not adversely affect the views from, or privacy of, any other Lot in the vicinity, but may take any other relevant factors into account.

Private Driveways

- 3.4 A private driveway from the boundary of the Lot to the house on the Lot shall be designed to minimise visual intrusion in the landscape. Driveways shall be sealed and finished in appropriate aggregate or formed in asphalt or concrete configured to merge with the surrounding landscape as far as possible.

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Fences, Walls, Retaining Walls

- 3.5 Fencing shall be post and rail or haha construction. Structural elements of fencing should be timber and left to weather to a natural patina.
- 3.6 Any deviation of this fencing rule is at the discretion of the Design Control Committee, and any fencing must be approved by the Design Control Committee prior to construction. The proposed fencing structures must be included in landscaping plans submitted to the Design Control Committee for approval with the following considerations:
- 3.6.1 Where post and rail fencing has been constructed by the Developer, then such fencing shall remain and shall not be altered without the consent of the Design Control Committee.
- 3.6.2 All live hedging must be restricted to a maximum height of 3 metres.
- 3.6.3 In respect of fencing swimming pools and spa pools, such fencing must always comply with the Fencing of Swimming Pools Act 1987.

Services and Utilities

- 3.7 All services and utilities, including tanks, shall be located below ground unless otherwise agreed by the Design Control Committee. External service areas should be integrated within the building structure so that rubbish, storage and similar items are not visible from outside the Lot.
- 3.8 Any exterior radio or TV antennae or aerial or satellite dish or disc or any solar energy system shall be erected in a manner that minimises the extent to which they may be seen from outside the building platform and must be mostly screened from view from adjacent Lots, the Farm Land and roadways and driveways on the Farm Land.

4. Building Development

It is recognised that each of the owners will wish to ensure that their own homes reflects their individual requirements and vision.

- 4.1 The manner in which that balance will be achieved is by retaining an apparent consistency of materials and, especially, quality of design, sympathetic to the landscape and rural character of Tapuae Estate.

4.2 Dwelling Design

All Dwellings and Ancillary Building designs must be submitted to the Design Control Committee for approval. In consideration of any proposals the Design Control Committee shall take into account the following matters:

- (a) The height, size and positioning of any home or ancillary building within the Lot.

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- (b) The external appearance of any Dwelling, Ancillary Building and landscaping.
- (c) The impact of any proposal on adjacent properties and on the development as a whole, with particular reference to views and privacy.

All plans and elevations submitted are to comply with the then current Relevant Authority planning requirements and any resource consents issued in respect of Tapuae Estate.

4.3 Effluent Disposal

Domestic sewage effluent will only be discharged in accordance with the reference and plan locations as designated by the Relevant Authority.

5. Use of Materials

5.1 Exterior Wall Cladding

Exterior wall cladding is to be in harmony with the local environment, and with the design elements selected from a combination of the following list of exterior materials:

- Natural stone;
- Lime washed solid plaster;
- Earth brick;
- Cast concrete;
- Timber;
- Powder coated zincalume;
- As approved by the Design Control Committee.

In selecting exterior cladding materials the design must be appropriate given the scale and proportion of the materials used, relative to the overall elevation.

Exterior cladding materials must not have a reflectivity greater than 30%.

5.2 Roof Construction

The majority of all roof areas should be designed with an appropriate pitch for the coastal environment. Areas of roof will be considered by the Design Control Committee, subject to the following:

- The visual impact of the roof;
- The roof material shall be limited to:
 - Timber shingles;
 - Natural slate;
 - Copper;
 - Textured bituminous membranes in tile form;
 - Long run non-reflective roofing material;
 - As approved by the Design Control Committee.

5.3 Windows and External Doors

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- Anodised aluminium – natural colouring;
- Timber painted from the colour range, natural or stained;
- As approved by the Design Control Committee.

5.4 Garage Doors

Garage doors shall be designed in such a way so as to reduce their visual impact.

5.5 Exterior Colour

All colour schemes shall be sympathetic to the surrounding environment, pasture grass and bush (greens), tussock grass (fawn) and river stones (greys) and sky and water (blue).

Proposed colour schemes for each Dwelling and Ancillary Building will be assessed by the Design Control Committee prior to approval and must at all times comply with the Relevant Authority colour requirements.

5.6 Proximity to Boundary

All buildings setbacks shall be in compliance with the Relevant Authority Planning requirements.

6. Landscape Architectural Guidelines

6.1 Screening and mitigation are to be provided by the gardens and landscaping around each house. A range of design concepts may be adopted to provide further screening and absorption and include such items as:

- It is intended significant landscape controls will be established with the Tapuae Estate development so as to ensure a continuity of other open rural environment, and harmony with the natural character of the setting.
- These controls are intended to highlight and emphasis the Tapuae Estate development as a quality property investment, and as a development closely attuned to its specific location.
- A contemporary influence and a high use of native plants will be encouraged.
- Plants and trees that are noxious, are liable to seed or spread as wildings in this environment, or are forbidden under the District Plan shall not be planted in any Lot.
- Hard landscaping, earthworks, changes in level (steps, walls and batters) and drainage shall be in sympathy with the dwelling.
- Any on site outdoor lighting shall be directed internally to avoid glare and spill light affecting adjacent Lots.

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- Prior to the completion and occupation of the home, the Design Control Committee must be provided with two copies of landscape plans for their approval.
- Planting and landscaping for each Lot must be completed within twelve months of a Code Compliance Certificate issuing for the Dwelling.

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RESIDENTIAL AND BUILDING COVENANTS

The Transferees acknowledge and agrees with the Transferors that each lot in Tapuae Estate forms part of a development which is intended to be established as a modern and well designed subdivision within a farm park setting and it is desirable that supervision and control be exercised by Tapuae Country Estate Limited ("Tapuae") for the protection of and in the interests of all Transferees in relation to the nature and type of construction and other activities to be permitted in Tapuae Estate and in recognition of these objects, the Transferees for the Transferees' lot and for the benefit of all other residential lots comprised in Tapuae Estate **HEREBY COVENANTS AND AGREES** with the Transferors as follows:

7. Dealing with the Land

- 7.1 The Lots shall not be further divided or subdivided (and "subdivide" shall have the meaning ascribed to subdivision of land in section 218(1) of the Resource Management Act 1991).

8. Use of the Building Platforms

- 8.1 The Lots shall be used solely for residential purposes and there shall not be constructed on any Lots or maintained thereon more than one detached single Dwelling, which may be comprised of one or more interconnecting buildings, together with any Ancillary Buildings. The resource management consents provide consent for one Dwelling per Lot.
- 8.2 Other than the Dwelling house and Ancillary Buildings located on the Lot, designed and constructed in accordance with these covenants and, in particular, with the Design Guidelines (annexed to these covenants) no structure of any kind, including any tent, shed or other temporary building, improvement or structure of any kind (including caravans, campervans, buses) shall be placed upon the Lot by the Transferees provided however, that a temporary structure necessary for storage of tools and equipment during construction, may be maintained on the Lot with the prior approval of Tapuae, such application for approval to include the nature, size, duration and location of the such structure.
- 8.3 The construction of the Dwelling and Ancillary Buildings must be constructed and completed within twelve months of breaking ground.
- 8.4 No Dwelling shall be occupied until issue of a Code Compliance Certificate by the relevant Local Authority in respect of such Dwelling.
- 8.5 All landscaping and planting must be completed within twelve months of the issue of a Code Compliance Certificate for the Dwelling. If not completed, Tapuae reserves the right (without obligation) to complete landscaping and planting and charge all costs incurred to the Transferees.
- 8.6 During construction no builders waste or rubbish may be allowed to accumulate on the Lot. A lidded refuse skip must be used during construction.

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- 8.7 The outside of any Dwelling shall not be allowed to remain unfinished or any exterior walls or doors to be unpainted or unstained except where cedar cladding or decorative stones are used.

9. Building, Landscaping and Planting Requirements

- 9.1 The design construction and use of materials of the Dwelling (and any Ancillary Buildings) on the Lot approved in accordance with the Design Guidelines and any landscaping and planting on any Lot shall be undertaken strictly in accordance with:

9.1.1 the Design Guidelines; and

9.1.2 the current District Plan and any resource consent issued by the District Council or any variation thereto and any further resource consent granted by the District Council in respect of the Lot.

- 9.2 The Transferees must obtain prior written approval from Tapuae for the design and construction of the Dwelling (and any Ancillary Buildings and any improvements to such Dwelling or Ancillary Building) in the form and in the manner specified in the Design Guidelines.

- 9.3 No Dwelling may be a second-hand or relocated or pre-lived in house or building unless the Transferees obtain the express written permission of Tapuae before the building is located on the Lot.

10. Fencing

- 10.1 Each Lot shall be fenced to the legal boundary in accordance with the Design Guidelines unless otherwise agreed with Tapuae.

- 10.2 The Transferees shall not be allowed to graze any animals within their fence Lot.

- 10.3 The Transferees shall be solely responsible for the maintenance and repair of the fence to a high standard. Any alteration to the style, height and manufacture of such fence must be previously approved by Tapuae (such approval not to be unreasonably withheld).

11. Repair of Buildings

- 11.1 All buildings and approved improvements on the Lot shall at all times be kept in good condition and repair and adequately maintained by the Transferees.

- 11.2 When exercising the right and responsibility of repair, maintenance, replacement or remodelling the buildings and improvements, the Transferees shall not alter in any manner whatsoever the colour and exterior appearance of the buildings or improvements located on the Lot except in accordance with the Design Guidelines.

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12. Antennae and Solar Systems

- 12.1 No exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained or placed on the Lot without the prior written approval of Tapuae, which approval shall not be unreasonably withheld. Any antennae or solar system, if approved, shall be screened from view from adjacent Building Platforms, the Farm Land and the roadways on the Farm Land.

13. Signs

- 13.1 No sign of any kind, including, without limitation, signs advertising the Lot for sale or lease, shall be displayed to the public view without the express prior written approval of Tapuae.

14. Swimming Pools

- 14.1 Any swimming pool constructed on the Lot must be enclosed with a fence or other enclosure device or embankment completely surrounding the swimming pool which, at a minimum, satisfies the criteria set out in the Fencing of Swimming Pools act 1987.

15. Roads

- 15.1 The Transferees shall not park any vehicle on the roads or on the Farm Land, other than in areas specified by Tapuae from time to time as suitable for that purpose.
- 15.2 All vehicles shall be driven in a safe manner with consideration for the safety of others and their enjoyment. The Transferees shall be responsible for ensuring that their invitees comply with the requirements of this provision. If the Grantee or its invitees fails to comply with this provision, Tapuae may ban any such person from deiving or riding a vehicle on the Farm Land.

16. No Business

- 16.1 No commercial activities of any nature to which the general public is invited shall be conducted on a Lot without the written permission of Tapuae except that the Lot may be let for residential purposes (long term accommodation only) provided that any accommodation or lease agreement must be in writing and must be made specifically subject to these covenants and the rules of Tapuae as may from time to time be put in place by Tapuae.

17. Hazardous Activities

- 17.1 No activities may be conducted which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearems or fireworks shall be discharged without the prior written approval of the Farm Manager who is appointed from time to time by Tapuae, and no hazardous materials shall be disposed of thereon, and no open fires shall be lighted or permitted except in contained cooking units unless approved in writing

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by Tapuae. Any such approval shall be subject to the requirements of the relevant Local Authority.

18. Rubbish and Debris

18.1 No rubbish or debris of any kind shall be placed or permitted to accumulate upon any part of the Lot and no odours shall be permitted to arise therefrom so as to render any part or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or the Farm Land or to the occupants of any Lot. Refuse, garbage, and rubbish shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view. No rubbish or debris permitted to maintained on the Lots shall be burned on the Lots or the Farm Land.

18.2 The Transferees shall not permit the use of any part thereof as a junk yard, metal or scrap metal yard, outdoor storage or parking of vehicles, equipment, machinery or plant (except private motor vehicles, machinery or horse floats for the personal use of the Transferees), or transport and/or contractors depot or yard.

19. Conduct and Noise

19.1 No exterior speakers, horns, whistles, bells, or other devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any part of the Lot. No noise or other nuisance shall be permitted to exist or operate upon any portion of any part of the Lot so as to be offensive or detrimental to any other Lot or the farming activities, including, without limitation, unmuffled vehicles, motorcycles and motor scooters.

19.2 Tapuae reserves the right to exclude or evict from the Farm Land and any other Lot not owned by the Transferees, any person who in the opinion of Tapuae is under the influence of intoxicating liquor, drugs or substances, or who in any manner acts in violation of these Rules.

20. Drainage

20.1 There shall be no interference with the established drainage patterns unless approval in writing obtained from Tapuae.

21. Effluent Disposal

21.1 All on-site effluent disposal methods shall be constructed in strict accordance with the requirements of the Relevant Authority pursuant to conditions of resource consent as approved by the Relevant Authority or any variation thereto and any further resource consent granted by the Relevant Authority.

22. Earthworks and Excavations

22.1 No part of the Lot or Farm Land shall be used for the purpose of mining, quarrying, drilling for minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

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23. Unsightly Articles/Vehicles

23.1 No article or vehicle deemed to be unsightly by Tapuae shall be permitted to remain on any part of the Lot. Clothes lines or other structures intended for drying laundry, service and work areas, gas bottles and rubbish storage shall be located so as to be screened from view from the Farm Land or neighbouring properties and the roadways on the Farm Land and no laundry shall be draped over plants, trees or fences anywhere on any part.

23.2 No grass and/or weeds shall be permitted by the Transferees to grow to such a height on the Lot so as to become unsightly.

24. Animals – Species approved

24.1 No kennel or other facility for raising dogs or other animals for commercial purposes shall be kept on the Lot or Farm Land. Cats may be kept with bells attached only. The keeping of one dog is approved provided that no Transferees shall keep more than one dog. Subject to the exclusions, herein, the keeping of any other animal may be approved by Tapuae. Dogs must be confined to the Lot within an escape proof enclosure except when in the company of the Transferees (or invitee), outside of the Lot, any such dog must be kept on a leash or suitable restraint at all times.

24.2 The Transferees explicitly acknowledge that the Farm Land is used for dry stock farming, and that roaming pets and animals may seriously interfere with the farming operation and the enjoyment of other Transferees and the Transferees must comply with all directions of the Farm Manager in respect of their pet or animal.

24.3 Subject to the approval of Tapuae, with the exception of those which are permitted, invitees are strictly prohibited from bringing any animals onto the Lot or the Farm Land and the Transferees shall procure that its invitees do not breach this covenant.

25. Constitution & Rules

25.1 The Transferees covenant that it will abide by the Constitution of Tapuae and any rules formed under that Constitution by Tapuae.

25.2 The Transferees covenant not to undertake any activity which is or may be in conflict with the spirit and intention of the Constitution and Rules of Tapuae.

26. Reverse Sensitivity

26.1 The Transferees shall not in any way object to, protest or obstruct the reasonable activities of Tapuae or its employees in operating the Farm, except as may be provided under the Constitution or the Rules of Tapuae. It is expressly acknowledged that the Transferees' Lot is part of farm park and the Transferees accepts that farming activities will take place on the Farm Land and the neighbouring land including but not limited to:

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- 26.1.1 Farming the Farm Land as a dry stock farm;
- 26.1.2 Spraying;
- 26.1.3 Fertilising; and
- 26.1.4 Noise of the Farm's stock, employees, agents and servants.

27. Miscellaneous

- 27.1 The Transferees shall not allow trees to grow to a height exceeding 6 metres on any part of its Lot or to a height where a tree of any height will impede the views from any other Lot.
- 27.2 The Transferees shall not allow any water tanks or waste water systems to be located above ground level on any Lot unless the grantee first obtains the written approval of Tapuae.
- 27.3 The Transferees shall not allow any Dwelling to be occupied until construction of the Dwelling has been completed and a Code Compliance Certificate for the Dwelling has been issued.
- 27.4 The Transferees shall comply with the conditions of the Consent Notice registered against the title for the Lot as if those conditions were covenants contained within these Residential Covenants.
- 27.5 While the Transferor remains registered proprietor of any of the Lots, the Transferor reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above restrictive covenants but will only do so if in its opinion such action does not impinge on the integrity of the subdivision in its entirety.

28 Breach

- 28.1 If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the grantee may have to any person having the benefit of this covenant, the Transferees will upon written demand being made by the Transferors or Tapuae:
 - 28.1.1 Pay to the person making such demands as liquidated damages the sum of \$100.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
 - 28.1.2 Remove or cause to be removed from the Lot any second-hand or relocated or pre-lived in Dwelling, Ancillary Building, garage, carport, building or other structure erected or placed on the Lot in breach or non-observance of the foregoing covenants;



28.1.3

Replace any building materials used in breach or non-observance of the foregoing covenants with new or not pre-used materials and change any colour schemes which do not comply with foregoing requirements.

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APPENDIX C

PROXY FORM

I / We _____ of _____
Being a Shareholder/Shareholders of the above named Company, hereby appoint
_____ of _____ or failing him
_____ of _____ as my/our proxy to
vote for me/us on my/our behalf at the (annual or special, as the case may be) meeting
of the Company to be held on the _____ day of _____ 200 _____, and at
any adjournment thereof.

SIGNED this _____ day of _____ 200 _____

Signature of Shareholder _____

- (i) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Shareholder of the Company.
- (ii) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority as required for a document signed under the Land Transfer Act 1952 or in the case of a Company a person appointed as attorney in accordance with section 181 of the Act shall be deposited at the registered office of the Company or at such other place within New Zealand as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, and in default the instrument of proxy or appointment shall not be treated as valid.

Where it is desired to afford Shareholders an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or form as near thereto as circumstances admit:



I / We

of _____, being a Shareholder/Shareholders of
Limited hereby appoint
of _____
or failing him
of _____, as my/our proxy to vote for me/us on my/our
behalf at the (annual or special as the case may be) meeting of the Company to be held
on the _____ day of _____ 200 _____, and at any adjournment thereof.

SIGNED this _____ day of _____ 200 _____

Signature of Shareholder _____

- This form is to be used in favour of / against the resolution*
- Unless otherwise instructed the proxy will vote as he thinks fit*

- Strike out whichever is not desired

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