

### **Airstrip Covenant – Hapuka Landing**

- 1.1 The Servient tenement (“Lot”) is situated adjacent to the Dominant tenement (“Dominant Lots”) and is adjacent to flight paths and air space utilised by aircraft using the Grantee’s private airstrip on the Dominant Lots which is intended to have the benefit of these covenants.
- 1.2 The Lot is in an area where the noise and other effects arising from over-flying by the Grantee’s aircraft using such private airstrip may cause disturbance or annoyance to persons who may be resident upon the Lot.
- 1.3 The Grantee may utilise such airstrip during the hours of operation for non-commercial operation.
- 1.4 The Grantor has obtained resource consents for land use and subdivision which would enable construction and occupation of residential units and use on the Lot, with associated residential activities that may lawfully be carried out on the Lot.
- 1.5 The Grantee has agreed not to oppose such land use and subdivision on the basis that the Grantor enters into these covenants to ensure the Grantee’s private airstrip on the Dominant Lots is not adversely affected by any residential element of use of the Lot or complaint as to the Grantee’s private aircraft and related airstrip activities.
- 1.6 It is intended that this covenant shall be registered against the Certificates of Title to the Dominant and Servient Lots, pursuant to Section 307 of the Property Law Act 2007.
- 1.7 For the purpose of this covenant the Land Covenants set out in Schedule B are created for the benefit of the land in Certificates of Title to inclusive (the “Dominant Lots”) over the land in Certificates of Title to inclusive (the “Servient Lots”) to the intent that the Servient Lots shall be bound by the provisions stipulations and restrictions set out in Schedule B of this Instrument and so that the owners and occupiers for the time being of the Dominant Lots including the Successors in title may enjoy the benefits of such covenants and enforce the observance of such provisions stipulations and restrictions as the covenants provide for their benefit and in relation to each owner of the Servient Lots including their successors in title from time to time. Such covenants are created so as to bind the Servient Lots for the benefit of the Dominant Lots in respect of the matters set out in Schedule B so that the covenants in Schedule B of this Schedule run with the Servient Lots for the benefit of the Dominant Lots.

## SCHEDULE B

### 2. DEFINITIONS

In the following covenants:

- (a) Heading's are for ease of reference only and do not form part of any covenant nor affect the construction of any covenant.
- (b) Words imputing the singular include the plural and vice versa.
- (c) Words imputing the singular include the plural and vice versa.

**"hours of operation"** means 7am to 9pm.

**"Lot"** means any Lot that is subject to these covenants.

### 3. COVENANTS:

3.1 That the Grantor covenants with the Grantee as follows:

- (a) To occupy and use all residential dwellings and associated buildings existing or hereafter erected upon the Lot at the Grantor's risk in all respects as to any disturbance or annoyance from the Grantee's private aircraft and related airstrip activities on the Dominant Lots;
- (b) To permit the Grantee to utilise air space above the Lot and allow the Grantee to utilise the Grantee's private airstrip as the Grantee may require without interference restraint or complaint from the Grantor during the hours of operation;
- (c) That so long as the use of the Grantee's private airstrip is carried on as a lawful activity and within the Hours of Operation, the Grantor will not bring against the Grantee any proceedings for damages, negligence or nuisance, trespass or interference in relation to any use by the Grantee of the airstrip or over-flying by the Grantee of the Lot;
- (d) Not to make, lodge, nor be party to, nor to finance or make a contribution to the cost of any legal process whether by submission, application, proceeding or appeal or otherwise that may be designed or intended to limit, prohibit, or restrict the continuation of the Grantee's use of the airstrip or the Grantee's over flying of the Lot.

3.2 All aerodrome traffic circuits must be flown sea ward when approaching for a landing or performing a take-off.

3.3 All maintenance, repairs and upkeep required for the airstrip shall be shared equally between the owners of Lots 1-18.

3.4 That for the purposes of this covenant:

- (a) Where there shall at any time be more than one owner of the Lot, this covenant shall be binding upon each and every owner jointly and severally.
- (b) These covenants shall be binding upon the Grantor and the Grantor's successors in title to the Lot and every part of it.