

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor

Surname(s) must be underlined or in CAPITALS.

ARNOLD RIVER COMPANY LIMITED

Covenantee

Surname(s) must be underlined or in CAPITALS.

ARNOLD RIVER COMPANY LIMITED

Grant of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Not applicable	381294 583373 583374	381294 583373 583374

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule **attached**].

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

1. Interpretation

1.1 For the purposes of this covenant:

- a) "Allow" means to do, facilitate, permit and suffer
- b) "Breach" means default, breach or non-observance of the covenant set out below.
- c) "Building" means any structure, including without limitation, a dwelling house, shed, garage or other building.
- d) "Covenantor" means the registered proprietors of the Burdened Land from time to time.
- e) "Covenantee" means the registered proprietors of the Benefited Land from time to time.
- f) "Developer" means Arnold River Company Limited
- g) "Erect" and "Erection" includes to install, construct, relocate or place on the Lot or in any Building.
- h) "Lot" means any Lot having the burden of these Covenants.

2. Covenant

2.1 The Covenantor shall not:

- a) not construct, erect, or place or permit to be constructed or placed on Lot 3 (Record of Title 381294) or Lot 4 (Record of Title 583373) any Building, Fence, Tree or other structure which is within 70 metres of the neighbouring boundary with Lot 5 (Record of Title 583374).
- b) not construct a fence along the upper terraces of Lot 3 (Record of Title 381294) and Lot 4 (Record of Title 583373) (subject to 2.1(a) above) unless such fencing materials are made from post and wire.
- c) not allow rubbish or waste materials to accumulate on the Lot and shall maintain the Lot to an acceptable standard and shall not allow the Lot, including the grounds, lawns, gardens and any local authority owned road frontage to become unsightly or a fire hazard and shall mow all lawns on the Lot whenever required in order to meet this standard.

2.2 The Covenantor shall:

- a) be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 in that the Developer is not liable to erect or maintain to pay for or contribute towards the costs of any dividing fence or boundary fence or part thereof between the Lot and any adjoining Lot owned by the Developer.
- b) reinstate, replace, and be responsible for all costs arising from damage to any driveway, road, footpath, kerbing or other improvement or structure where such damage is caused directly or indirectly by the Covenantor or their invitees, contractors, or agents.
- c) take action to prevent any other person doing anything which the Covenantor is prohibited from doing by the above restrictive covenants.

2.3 Where a Covenantor does not comply with any covenant, the Developer or its successors in title, may request such Covenantor in writing to remedy such non-compliance within a specified time (not to be less than 14 days from the date of such request). At the end of the specified time and when the Covenantor remains in default in remedying such non-compliance, the Developer or its successors in title giving the remedial notice may employ a suitably qualified or experienced person to enter such Lot and carry out work necessary to achieve compliance with the covenant(s) involved and may recover as a debt due from the defaulting Covenantor all costs incurred in such remedial work.

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.