

An aerial photograph of a property featuring a river, lush green trees, and a grassy area. The text is overlaid on the image.

PROPERTY INFORMATION PREPARED FOR:
3 PIPPIN LANE
RUBY BAY

ENQUIRY OVER:
\$595,000

Amanda
Palmer



ARIZTO

Space, Nature & Room to Create Something Special

Some properties invite you to slow down and picture what life could look like. Set in the sought-after coastal pocket of Ruby Bay, is exactly that opportunity. This generous 2831m² section presents a rare chance to secure land in a location known for its relaxed seaside rhythm, natural beauty and strong sense of community. It's a blank canvas with real potential.

With its expansive proportions, the site offers flexibility when it comes to planning your future build. There's room here to position a home that follows the sun, captures the outlook, and creates easy connection between indoor and outdoor living. Whether your vision leans toward a contemporary coastal retreat or a timeless family residence, the scale of the land gives you freedom to design thoughtfully and create a functional layout that works for the long term.

Beyond the home itself, the size of the section allows for all the extras that make a property feel complete. There's ample space to incorporate practical features such as garaging, guest accommodation, or work-from-home options if desired. It's the kind of landholding that allows you to plan ahead, ensuring your future home evolves with your lifestyle over time.

Step outside and the possibilities really begin to unfold. A site of this size invites outdoor living in all its forms, from sun-soaked decks and sheltered entertaining areas to landscaped gardens, productive vegetable beds or wide lawns for children to roam. With room to create a private courtyard, establish mature plantings, or simply enjoy the open setting, it's easy to imagine a lifestyle that makes the most of Ruby Bay's fresh coastal air and relaxed pace.

This is, after all, widely regarded as one of the Tasman region's most desirable coastal enclaves. Just a short drive from the vibrant village of Māpua, close to cafés, waterfront dining and the popular Great Taste Trail. Sections of this scale in locations like this are increasingly rare.

I'd love to walk the land with you and talk through the possibilities.



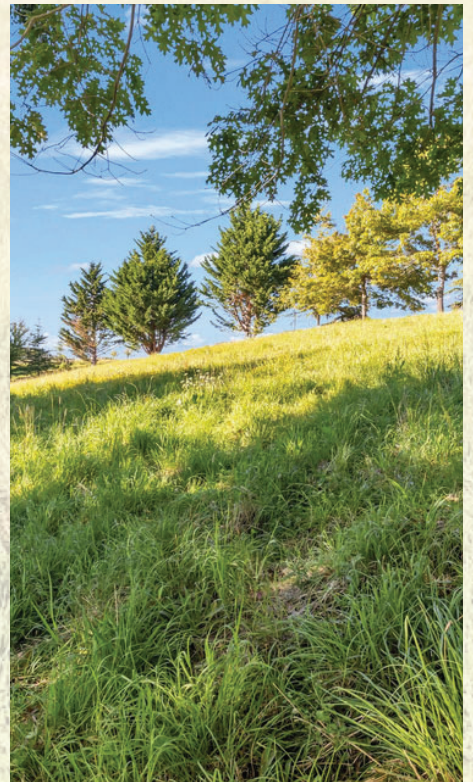
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Property Information

Property Address	3 Pippin Lane, Ruby Bay
Certificate of Title	887073 Freehold
Legal Description	Lot 4 Deposited Plan 535756 .
Capital Value	\$530,000
Annual Rates	\$2,241.89
Size of Land (sqm)	2831 m2
Zoning	Rural 3 .
Aspect	An Elevated site with a Northern facing aspect.
Services	Power, phone and internet to the boundary. Water and Septic to be new owners responsibility within property covenant guidelines.



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Notice of Disclaimer

To be read before reading the contents of the Memorandum

This Information Memorandum (the “Memorandum”) is in relation to the advertised property at **3 Pippin Lane, Ruby Bay, Tasman** (“the Property”) and has been prepared on the basis of information provided to the Advisors by the Owner. This Memorandum is for use solely by selected parties in considering their interest in making an offer to acquire the property.

This Memorandum has been prepared solely to assist interested parties in deciding whether to express their interest in the assets and then making their own evaluation of the property and its assets. This Memorandum does not purport to contain all information that a prospective purchaser may require. In all cases, interested parties should conduct their own investigation, analysis and verification of the data contained in this Memorandum and the property. Neither the delivery of this Memorandum nor any contractual agreement concluded thereafter shall under any circumstances create any implication that there has been no change in the affairs or prospects of the property since the date of this Memorandum or since the date as at which any information contained in this Memorandum is expressed to be applicable.

The Advisors have not independently verified any of the information contained in this Memorandum. None of the Advisors or Owners make any representation or warranty as to the accuracy or completeness of the information contained in this Memorandum and none of the Advisors or Owners shall have any liability for any statements, opinions, information or matters (express or implied) arising out of, contained in or derived from, or for any omissions from, or failure to correct any information in this Memorandum, or any other written or oral communications transmitted to any recipient of this Memorandum in relation to the property.

Retention of this Memorandum will constitute acceptance by the recipient and readers of these terms and conditions and any recipients who do not accept any of the terms and conditions should return the Memorandum to the Advisors immediately.



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**
**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R. W. Muir
Registrar-General
of Land

Identifier **887073**
Land Registration District **Nelson**
Date Issued 02December 2019

Prior References

729499

Estate Fee Simple
Area 2831 square metres more or less
Legal Description Lot 4 Deposited Plan 535756
Registered Owners
Bernard George Crook and Julie Crook

Interests

Land Covenant in Easement Instrument 11135164.2 - 19.6.2018 at 4:44 pm

Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 11204511.3 - 26.11.2018 at 3:36 pm

The easements created by Easement Instrument 11204511.3 are subject to Section 243 (a) Resource Management Act 1991 11540434.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 2.12.2019 at 3:03 pm

Appurtenant hereto is a right of way, a right to convey water, electricity, telecommunications and computer media and a right to drain water created by Easement Instrument 11540434.3 - 2.12.2019 at 3:03 pm

Some of the easements created by Easement Instrument 11540434.3 are subject to Section 243 (a) Resource Management Act 1991 (See DP 543529)

12173161.2 Surrender of the right of way marked BC on DP 535756 created by Easement Instrument 11540434.3 as appurtenant hereto- 9.6.2022 at 11:59 am

Appurtenant hereto is a right of way and a pedestrian right of way created by Easement Instrument 12173161.6 - 9.6.2022 at 11:59 am

The easements created by Easement Instrument 12173161.6 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 12173161.8 - 9.6.2022 at 11:59 am

Land Covenant in Covenant Instrument 12173161.10 - 9.6.2022 at 11:59 am



General Property Information: 1983047102

Property

Valuation No	1983047102
Location	11A Rainbow Drive, Nelson
Legal Description	LOT 1 DP 413641
Area (Hectares)	0.0665

Rates

Government Valuation

Land	315,00
Improvements	0
Capital Value	405,00

Current Rates Year 2025 to 2026	0
	720,00

Planning/Resource Management

4/05/09	RESOURCE CONSENT 085359 : Boundary Adjustment : Section 224 Issued 31/07/09
20/08/07	RESOURCE CONSENT 075141 : Erect retaining wall & dwelling with earthworks in excess of 1.2m in height : Decision Notified 30/07/07 (Found on related property: 1983047101)
2/08/07	RESOURCE CONSENT 075067 : Two lot subdivision : Section 224 Issued 17/05/10 (Found on related property: 1983047101)
9/03/92	RESOURCE CONSENT 920034 NON-COMPLYING ACTIVITY: LOCATION OF LIVING COURT AJ & BM STEER ERECT DWELLING APPROVED (Found on related property: 1983047100)

Building

2/08/11	BUILDING CONSENT 110457 : Erect deck, addition to bathroom/WC & drainage, remove window : CODE COMPLIANCE CERT ISSUED 18/01/12
20/07/2008	BUILDING NOTES Work completed without T/A approval UNAUTHORISED BUILDING WORK REPORT (Development of a basement bedroom & bathroom) LETTER OF ACCEPTANCE SENT 30/07/08
31/03/1992	BUILDING PERMIT 21375 ERECT DWELLING NO UNITS 1 : APPROVED SUBJECT TO ALTERATION (Found on related property: 1983047100)
26/11/1981	BUILDING PERMIT K071691 ERECT GARAGE : APPROVED F/INSPECTION DATE: 1/10/82
10/11/1967	BUILDING PERMIT A019696 ERECT DWELLING : APPROVED

Licences

No information located

Sewer and Drainage

No information located

Land and Building Classifications

No information located

Transport

No information located

Special Land Features

No information located

Swimming Pools

No information located

Natural Hazards

No information located

Other

23/06/11 LIM APPLICATION L110197L110197 : LAND INFORMATION MEMORANDUM

24/08/07 SERVICE REQUEST 071084 : Plan Rule - Earthworks
(Found on related property: 1983047101)

INTERNAL NOTES This property file has been scanned. Building related documents reviewed/updated - RB - 01MAR2018

INTERNAL NOTES This property file has been scanned. Building related documents reviewed/updated - RB - 02MAR2018
(Found on related property: 1983047100)

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ARIZTO

Amanda Palmer

027 636 5166

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This property is marketed as
Enquiry over: \$545,000

To Book a
private viewing.

Please make contact today.

ABOUT ME:

Amanda
PALMER

A CAREER BUILT ON FIRST CLASS SERVICE

With over 20 years of experience curating travel adventures, I know how to guide clients through every kind of journey – and selling a home is very similar. Think of me as your captain and concierge rolled into one. I map the route, manage every detail, and make sure the ride is smooth, exciting, and stress-free for every member of the family.



I love working with people and know the difference between delivering a service and simply selling a product. Real estate, for me, is about relationships, trust, and being a part of your story. I showcase homes not just as structures, but as destinations full of potential – highlighting the lifestyle, the neighbourhoods, and the community that make each place unique. My insider knowledge of the people, the area, and the market ensures you're supported by someone who truly knows the terrain.

Selling a home can feel like a rollercoaster, but with the right preparation, it's more like a theme-park adventure than a turbulent flight. I bring proven strategies, fast and effective results, and a polished, personal approach that keeps the journey fun, seamless, and successful. From staging to marketing to negotiation, I handle it all so you can sit back, enjoy the ride, and arrive at your destination with confidence.

With me, you're not just listing a property – you're taking off with confidence, enjoying a first-class experience, and landing with results that exceed expectations. Let's make your next move an adventure worth remembering.



“Speak with honesty.
Think with sincerity.
Act with integrity.”

STEPS TO PURCHASE

The Arizto sales pipeline

1: Let your local Arizto agent know

As a purchaser, you will have access to our streamlined online offer process.

You will receive an email asking for the details needed to submit your offer. Once your offer has been accepted by the vendor it's time to read the Sale & Purchase Agreement, ready for signing.

If you have any questions at all, let your Arizto agent know.



2: Online signing

When your offer has been accepted you will be notified with an email, and a link to take you to sign online. You will also receive an email from your Arizto agent with a step by step process of how to sign online, super easy!

Once signed your Sale & Purchase Agreement will be sent to the Solicitors awaiting conditions approval.

This is an exciting but also nervous time while you wait, if you have any questions at all just let your Arizto agent know.

You will be kept updated on the progress as it happens.

Don't forget, until a contract is declared unconditional the property is still on the market and can accept back up offers.



3: Approve conditions

Some common conditions include:

- Finance
- LIM
- Building report
- Independent Valuation
- Sale of purchasers property

Once all your conditions have been approved the contract will be declared unconditional, and the deposit paid.

Before settlement day your Arizto agent will organise a pre settlement inspection.

4: Get the keys to your new property

Upon settlement day you will receive the keys to your new home.

- Solicitor execution
- Confirmation of Title
- Payment confirmed
- You're good to go

Your agent will organize meeting you at the property at a time that suits you to handover the keys so you can enjoy your new life, in your new home.



CONTRACT TERMS

Common contract terms:

Under Offer:

What does "under offer" actually mean? When a property is 'under offer', it means a wishful buyer has submitted an offer for the seller to consider.

But, while both parties have agreed on a price and terms and conditions, the contract isn't finalised and the sale hasn't been completed until the Sale & Purchase Agreement has been signed by both parties, therefore forming a contract.

Contract Conditions:

Conditions are terms which are included in an Agreement for Sale and Purchase, which give the purchaser time to decide if that property is right for them, before they commit to the purchase.

The most common conditions are, Finance, LIM report, Builders report, Independent valuation & Sale of purchasers property. If you want a special condition always ask as they can be prepared for you and inserted in the document.

Under Contract:

"Under contract" in real estate means that a seller accepts an offer from a buyer to purchase their home.

However, the home isn't considered sold until all of the conditions (if any) on the property are met. Therefore back up offers can be accepted, and if the current contract does not go unconditional the back up offer will come into play.

If there are no conditions on a contract it is declared unconditional and the property is sold.

Unconditional:

As its name implies, an unconditional contract contains no conditional clauses – meaning outside of a Buyer's right under legislation, the Buyer must settle the property regardless of whether their finance is approved or not and whether the physical condition of the Property is acceptable or not.

If you have any questions at all about how a Sale & Purchase Agreement works ask your agent questions, and get legal advice if you feel you need to.

Multi Offer:

In a multi-offer situation, the seller can choose the offer that works best for them from a number of offers. If you are a buyer in a multi-offer process, you need to put your best offer forward because you may not have another opportunity to increase your offer.

If there are no other offers at the time of yours an agent can not tell you it is a multi offer situation. If another offer comes in before your offer is signed the agent will let you know, and ask if you would like to review your current offer as it is now a multi offer situation.



Thinking of Selling?

- ✓ Low & Fair Commission*
- ✓ Premium Marketing
- ✓ No Upfront Costs
- ✓ No Sale, No Fee



Amanda Palmer

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*Admin Fee + T&C's Apply

Arizto Ltd. Licensed REAA 2008



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Land Covenants

For the purposes of binding the Servient Lots for the benefit of the Dominant Lots the Grantor **HEREBY COVENANTS AND AGREES** in the manner set out in Schedule B so that the Covenants run with the Servient Lots (as defined) for the benefit of the Dominant Lots (as defined) **TO THE INTENT:**

1. that the Covenants bind each of the Rural Residential Lots and Ultimate Lot 11 once each of these lots has been issued with a separate title, without the need to register further land covenants on each subsequent stage of the Cornerstone Subdivision (and pending issue of separate titles, Lot 11 (or the remaining parts of it) is bound by the Covenants as they are ultimately intended to bind Lots 5-10 and Ultimate Lot 11);
2. that each of the Rural Residential Lots and Ultimate Lot 11 can enforce compliance with the Covenants against each of the other Rural Residential Lots and Ultimate Lot 11 respectively; and
3. unless otherwise specified below the effect of the Covenants shall expire 25 years after the date of registration of this instrument. The exceptions are:
 - restrictions 4(d), (e), (f), (i), (j) (check final draft in case numberings change)
 - restriction 5.2(d) in respect of relocatable dwellings
 - restrictions 7.1-7.5 (inclusive)
 - restriction 13-15 (inclusive)which shall continue to apply in perpetuity.

Limitation of Liability

Cornerstone will not be liable because of any action they take or fail to take or for any default in any dwelling, building or other structure erected on any lot or at all as a result of these Covenants and the owners for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified **Cornerstone** and their legal successors (other than successors in title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise arising out of or by virtue of this instrument.

Consequences of Breach

IF the owner or the occupier for the time being of any Servient Lot breaches any of the Covenants, or subdivision delays are caused by opposition by the Grantee that will cause loss or damage to the Grantor, the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith immediately and permanently remedy or remove the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including:

- (i) liquidated damages of \$200.00 per day for every day that such breach or non-observance continues;
- (ii) all the Dominant Lot owner's fees and charges for enforcing the remedies;
- (iii) a 50% liquidated damages surcharge on the paragraph (ii) fees and charges; and

- (iv) dealing with any claims against the Dominant Lot owner by third parties arising from such breach.

Dispute Resolution

If any dispute or difference arises in any way out of or in connection with the Covenants referred to in this Instrument the parties agree to discuss the matter fully in the spirit of goodwill and cooperation with a view to reaching a resolution, for the purposes of which either party may require the other to enter mediation in the manner adopted by LEADR or any equivalent facility for alternative dispute resolution available in New Zealand. If the parties cannot resolve any such dispute or difference, and such dispute cannot be resolved through a mediation, either party may require the matter to be referred to the arbitration of a single arbitrator on the following terms:

- a. The arbitrator is to be jointly agreed upon by the parties;
- b. If the parties fail to agree upon an arbitrator within seven (7) days of the issue being submitted to them any party may require the President of the Nelson Branch of the New Zealand Society to nominate an arbitrator and that nomination will then bind the parties;
- c. The reference is reference to arbitration under the Arbitration Act 1996 or its replacement;
- d. The arbitration decision is final and binding and may include:
 - i. An order for costs;
 - ii. An order for enforcement;
 - iii. Interest on monies payable.

SCHEDULE B

COVENANTS AFFECTING THE RURAL RESIDENTIAL LOTS

- 1. The Grantor will ensure that all new dwellings, buildings and structures are built in compliance with Council regulations.
- 2. **Cornerstone to approve plans**
 - (a) The Grantor shall, prior to submitting Building Consent Plans to the Council, first submit the information outlined in Appendix 1 to Cornerstone for approval ("the CC Plans").
 - (b) In assessing whether to approve the CC Plans Cornerstone may consider the following:
 - i. whether the proposed building(s) are of a quality design;
 - ii. the extent the buildings are in harmony with the surrounding area and any already approved buildings;
 - iii. the influence/effect the proposed buildings may have upon the outlook of adjacent and/or neighbouring dwellings;

- iv. individual elements of the design materials and detailing as well as the overall design; and
- v. any other factor considered relevant.

- (c) Within 30 days after receiving the CC Plans, along with any further information Cornerstone may reasonably request, Cornerstone shall advise the Grantor whether the CC Plans are approved. Approval may be given subject to conditions in which case the approval is only effective if such conditions are complied with.
- (d) The Grantor shall pay the reasonable costs incurred by Cornerstone for any professional opinions Cornerstone may deem necessary to seek in order to assess the Grantor's CC Plans.
- (e) If for any reason Cornerstone fails to respond within the 30 day period referred to in clause 2(c) above, Cornerstone shall be deemed to have approved the CC Plans submitted provided that the obtaining of such deemed approval shall not in any way waive or discharge any obligation on the Grantor to comply with the Covenants or other obligations of the Grantor.
- (f) If the Building Consent Plans approved by the Council differ in any respect from the CC Plans approved by Cornerstone the Grantor shall resubmit the Council-approved Building Consent Plans to Cornerstone for re-approval under this clause prior to commencing any works on the Lot.
- (g) Any design approval by Cornerstone under this clause shall lapse if construction of the dwelling has not commenced within 18 months of the Cornerstone approval date.

3. Dwelling to be completed within 12 months

The Grantor shall complete the dwelling within 12 months of the start of construction, and structural landscaping (as shown on the Landscape Design Plan) shall be completed within 24 months of the start of construction. In this clause "the start of construction" means the start of construction of the dwelling.

4. Specific Lot Standards

The Grantor will be responsible for ensuring that:

- (a) No temporary or mobile building is erected or permitted to be erected on the lot for long-term accommodation purposes. In this clause:
 - i. "building" includes caravans, modular buildings, sleep-outs, mobile homes, motor homes, containers/shipping containers and tents; and
 - ii. "long-term" shall mean:
 - regular (not occasional); and/or

- more than 3 consecutive months in a 12 month period.

- (b) No containers/shipping containers are permitted to be used for storage purposes.

This restriction does not apply to:

- i. builder's tool sheds which are permitted from the start of construction of dwelling foundations until completion of the dwelling;
 - ii. the existing 20ft container on Lot 3 (but only whilst the existing dwelling remains); and
 - iii. any existing shipping container on Lot 1 (provided it is used for storage purposes only).
- (c) Caravans, boats, trailers and all other vehicles and/or machinery, whether capable of being operated or not, are stored within approved garage/shed areas or otherwise aesthetically screened so as to preserve the natural look of the landscape and not to create an eyesore. No free-standing carports are to be erected on the lot other than a carport attached to the dwelling.
 - (d) *No part of the lot or any dwelling erected on the lot be used for other than private residential purposes **except for**:
 - 1. a Home Office;
 - 2. a Bed and Breakfast operation **provided** it is operated within the structure of the main dwelling.

One Council-approved office space separate from the main dwelling is permitted but is not to be used for Bed and Breakfast or any other form of accommodation.

The restrictions in this clause (d) do not apply to Lot 1 which may:

- 1. operate a Bed and Breakfast separate from the main dwelling);
- 2. continue to operate any commercial activity in the existing shed buildings on the lot, **provided that** such commercial activity is consented to by the Council under the applicable zoning rules for the lot **and** all Council imposed conditions are met.

NB Any modification to the restrictions in this clause will require Cornerstone's consent pursuant to the discretionary rights contained in clause 11.

- (e) *The lot is not used as a correctional facility or for any other institutional housing purpose. For the purpose of this clause "institutional housing" includes the use of the lot for housing purposes by central or Government Agencies, or private or public health or education or correctional sector agencies.
- (f) *Ancillary Structures are not allowed within 10 metres of ridgeline boundaries on Lots 10, 8, 6, 5 and are not to be in prominent view of Pomona Rd.

- (g) Ancillary Structures are limited to a maximum height of 3.5 metres.
- (h) Finished colours of all external building materials are recessive and blend with the immediate environment. White and pastel colours are not permitted.
- (i) *No 'granny flat' is erected or permitted to be erected on the lot unless it is located within the structure of the main dwelling. If a granny flat is established pursuant to this clause it shall not be tenanted independently of the owner of the lot and their immediate family members.
- (j) *All water tanks are concrete and installed below ground.
- (k) The Grantor's builders, contractors, subcontractors, workers and suppliers comply with these Covenants regarding work by them on the lot.

5. Prohibitions

5.1 With the exception of Lot 1 (to which this restriction does not apply), no lot is to be subdivided. For the purposes of this clause:

- (a) "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in section 218 of the Resource Management Act 1991;
- (b) any boundary adjustment that does not create a separate building site or an additional title shall not be in breach of this condition.

5.2 The Grantor shall **not** erect, construct, nor allow to be erected, constructed, installed or placed on the lot:

- (a) Any dwelling with an enclosed floor area, including garaging, of less than 180m² except for Lots 2 & 4 which may have a minimum enclosed floor area, including garaging, of 100m².

NB Cornerstone may consider relaxing the requirement for strict compliance with this restriction under the discretionary rights contained in clause 11.

- (b) Any buildings or hard or impervious surfaces which together cover more than 40% of the total area of the lot.
- (c) More than one dwelling which is to be used for permanent residential purposes by the owners. For the purposes of this restriction the term "dwelling" includes a granny flat pursuant to restriction 4(i).
- (d) Any previously used buildings or *relocatable buildings.
- (e) Aerials or masts that exceed roofline heights.
- (f) Any dwelling or building of an A-frame type construction.
- (g) Any dwelling, building or structure constructed of second-hand building materials (excluding second-hand bricks) unless with the prior written approval of Cornerstone.

- (h) Any dwelling, building or structure with a roof cladding of unpainted corrugated iron or any other unpainted or uncoated materials.
- (i) Solar panels installed at an angle greater than 3.5 degrees from the roof slope.
- (j) Reflective colours for roof or wall construction.
- (k) Any solid gates erected across the vehicular entrance to the lot.
- (l) Any outdoor light which shines directly onto any other lot.
- (m) Any satellite dish with a diameter greater than 0.7 metres.

5.3 No dwelling, building or structure shall have:

- (a) Greater than 20% of total cladding in HardiePlank/Hardieflex sheet or similar cladding.
- (b) More than 50% Colorsteel or other metallic cladding.
- (c) PVC or plastic or materials coated with plastic or not coated. Linea board is acceptable.

NB Cornerstone may permit a greater percentage of such wall claddings under the discretionary rights contained in clause 11.

5.4 No outbuilding, building or structure shall be permitted on the lot which is not of the same design, colour or exterior cladding of the dwelling to which it relates.

5.5 No building or structure shall be permitted on the lot that has a foundation, piles or poles greater than 600mm in height (measured from the natural ground level) and which are visible from anywhere outside the building, unless such foundations are satisfactorily clad or screened from view (and such details shall be noted in the CC Plans to be submitted to Cornerstone for approval).

5.6 Construction

During construction of the main dwelling no building activity shall take place outside the hours of 7.30 a.m. to 6.00 p.m. on any weekday and 8.30 a.m. to 4.00 p.m. on any Saturday, nor at any time on Sundays or public holidays.

6. Building Height Limits

6.1 Dwellings and other buildings shall not exceed the following heights:

Servient Lot	Maximum Height
Lots 1-4 (inclusive)	6.5 metres
Lots 5 & 6	6 metres
Lot 7	5.5 metres
Lot 9	5.5 metres

Lots 8 & 10	7.5 metres
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- 6.2 The highest point of any building on Lots 5, 6, 8 and 10 shall be below the height of the dominant ridgeline to the eastern boundary of the respective lot, when measured at that ridgeline.

7. Landscaping / Fencing / Trees

7.1 Fencing

*No fencing is permitted on any lot **except**:

- (a) boundary fencing for containing stock or pets. Boundary fencing shall be:
 - i. no higher than 1.2 metres and **integrated** as opposed to solid fencing; and
 - ii. of post and rail or post and wire construction from new materials.
- (b) fencing of building curtilage areas, but only if visually permeable and no higher than 1.2m and necessary for the purposes of compliance with applicable laws; i.e. swimming pool fencing.
- (c) fencing for protecting riparian areas or landscape areas from stock (i.e. around detention ponds).

Notwithstanding the above restriction, the fencing of any boundary held in common with Ultimate Lot 11, including the ongoing maintenance of that fencing, shall be the responsibility of the owner of Ultimate Lot 11 **provided that** any damage caused to that fencing by a Rural Residential Lot owner shall be repaired by the Ultimate Lot 11 owner at the Rural Residential Lot owner's expense.

- 7.2 *Fences constructed pursuant to clauses 7.1(b) and (c) shall be of timber or stone walls, steel sculptural walls, post and wire, post and rail or integrated planting where possible in order to maintain the open farm park-like feel of the Cornerstone Subdivision. The intention of the 1.2m height restriction is so as not to block or impinge a neighbour's view from one of the other Dominant Lots.

Structural Trees

- 7.3 *The Grantor shall maintain (and where necessary prune) Structural Trees on the lot to ensure that views from the Dominant Lots are protected.
- 7.4 *Structural Trees are to be kept so as to retain the character of the Cornerstone Subdivision. If Structural Trees die, like trees are to be planted in replacement.
- 7.5 *The Grantor shall not cut, fell or damage Structural Trees (on boundaries, the right of way or in the shared picnic area on Ultimate Lot 11), nor take any action in respect of any such trees to prevent them from growing to their full maturity, without the approval of Cornerstone. For the avoidance of doubt this restriction does not prevent the Grantor from pruning or trimming trees to cut away dead, overgrown or superfluous branches.

This restriction does not apply to the Redwoods (Sequoia trees) on Lot 10.

- 7.6 All cuts into land shall be battered and swales created rather than retained. Batters shall be stabilised with vegetation as soon as possible after completion of earthworks.

This restriction shall not apply to Lots 2 and 4.

7.7 Other Trees

- (a) Tree species are to be planted which accord with the style and character of the existing Structural Trees on the lot and within the Cornerstone Subdivision in general, and in such a manner as to provide view buffers (gaps between trees or clumps of trees) to ensure that views from the Dominant Lots are protected. No vegetation, tree or shrub planted on the lot shall exceed a height of 4.5 metres above natural ground level at maturity, including any additional landscaping planted around the dwelling. Ridgelines are not permitted to be screened out by trees on Lots 10, 8, 6 and 5.
- (b) No blue gums or pine species are to be planted on the Cornerstone Subdivision.

8. Animals

- 8.1 The Grantor shall not to bring, raise, breed or keep on the lot any dog which resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro, Rottweiler or Doberman Pinscher breeds nor any other potentially aggressive or noisy breed.
- 8.2 The Grantor may keep on the lot up to two dogs and two cats or other household pets that are not dangerous, provided that they do not cause unreasonable annoyance or disturbance to the Dominant Lot owners and provided they are not kept for any commercial breeding purposes.
- 8.3 No pet shall be permitted which makes a noise in a manner or at such volume as to cause unreasonable annoyance or disturbance to the Dominant Lot owners.
- 8.4 Cockerels, roosters and pigs are not permitted.

9. Lot up-keep

- 9.1 Grass shall be kept mowed and tidy so as to not become a fire hazard or unsightly. If grass, weeds, gorse or blackberry exceed 150mm in height Cornerstone reserves the right to have the lot mowed and the owner shall accept liability for the cost plus 50%.
- 9.2 All construction access to the lot shall be via the lot driveway only. All construction materials shall be stored on the lot. All construction rubbish is to be removed from the lot on completion of building work. Any damage to the right of way, Structural Trees/landscaping, kerbing, lot driveway or land by construction workers or owners shall be reinstated to its former condition at the lot owner's expense.

10. No Objection to further subdivision and/or development of Ultimate Lot 11 / Lot 1 commercial use

- 10.1 The Grantor acknowledges:

- (a) that Cornerstone has or may have in the future resource consent for subdivision or boundary adjustment relating to Ultimate Lot 11; and
 - (b) that Cornerstone has an existing Resource Consent for a commercial woodworking business on Lot 1 ("the Timberworks business").
- 10.2 The Grantor will not object to nor make or lodge, nor be party to, nor finance or contribute to the cost of the any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict:
- (a) Cornerstone's completion of the subdivision and/or future development of Ultimate Lot 11 which may have been permitted by the Council; nor
 - (b) the continuing operation of the Timberworks business under RM040252V1 or any application for the extension or renewal of that consent or any new consent issued in its replacement.

11. Modification

- 11.1 Whilst Cornerstone remains registered as proprietor of any lot it reserves the right to itself (with the intent that this right does not ensure to its successors in title) to waive or modify any of the Covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the Cornerstone Subdivision in its entirety.

12. Advertising

- 12.1 The Grantor shall not display nor permit on the lot any advertisement, hoarding or sign except for any compulsory statutory signage, real estate signing pending sale and builder's construction or show home signage which has first been approved by Cornerstone.

***COVENANTS AFFECTING ULTIMATE LOT 11**

13. The Grantor shall not:

- (a) plant or permit to be planted on the lot any woodlot of more than 1 acre (0.4047 ha) in size so as not to block the views from any Rural Residential Lot;
- (b) allow any tree to exceed a height of 30 metres;
- (c) construct on or allow the lot to be used to establish a motocross or racetrack facility nor allow the lot to be used for motocross or other motorcycle activities. In this clause "motocross" and "motorcycle" includes dirt bikes, trail bikes and quad bikes;
- (d) use or permit to be used on the lot any hazardous sprays, and shall use sprays in a considerate manner so as to minimize spray drift onto any Rural Residential Lot. In this restriction "hazardous" means any pesticide, herbicide

or fungicide containing a **hazardous substance** as that term is defined in s2 of the Hazardous Substance and New Organisms Act 1996;

- (e) transfer the lot or any part of the lot to any proprietor **other than** the registered proprietor(s) of any one (or more) of the Rural Residential Lots.

14. The Grantor **shall** keep Structural Trees so as to retain the character of the Cornerstone Subdivision. If Structural Trees die, like trees are to be planted in replacement.
15. The Grantor shall **not** cut, fell or damage Structural Trees (on boundaries, the right of way or in the shared picnic area on the lot), nor take any action in respect of any such trees to prevent them from growing to their full maturity, without the approval of Cornerstone. For the avoidance of doubt this restriction does not prevent the Grantor from pruning or trimming trees to cut away dead, overgrown or superfluous branches or which may otherwise block views from the dwellings on the Rural Residential Lots.

The restrictions in these clauses 13-15 shall apply in perpetuity.

Appendix 1: Consent Information Checklist to be supplied to Cornerstone Prior to Council Submission ("the CC Plans").

- Buildings that respond naturally to their site, using the landform of the site and the surrounding landscape to their advantage (i.e. the orientation of dwellings towards the sun, shelter and views, natural contours of the land), will be encouraged.
- You will need to provide the following information as part of your application:
 - A Building Design Concept Plan and a Site Plan (scale 1:100@A3) showing the layout of your property including the position of the dwelling (and other buildings and structures) within the building platform and the lot, the position of your driveway, vehicle crossing and parking, the position of services and structures.
 - Floor Plans (scale 1:100@A3) showing the general internal layout of your dwelling.
 - Elevations (scale 1:100@A3) showing the bulk, form, materials and colours of any dwelling, building or structure and demonstrating compliance with all relevant Covenants and Council Consent Notice conditions.
 - Written design specifications or well annotated plans demonstrating compliance with all relevant Covenants and Council Consent Notice conditions and detailing the sustainable features to be incorporated into the design.
 - Landscape Design Plan (scale 1:100@A3) (which can be incorporated into the site plan and/or can take the form of a fairly basic, hand drawn plan) clearly showing any existing landscape planting as well as the location, type and number of proposed planting, the type and number of proposed trees from 1-4.5 metres in height, and details of any paving materials, fencing, services, structures and other Landscape Design Features.
 - Earthworks Plan (scale 1:100 @ A3) demonstrating what, if any, earthworks are proposed as part of the dwelling construction and/or landscaping. The Earthworks Plan must show the extent of exposed soil, volumes of cut and fill and the extents of exposed batters/retaining walls.
 - Construction Schedule outlining the intended time frame for construction.

Appendix 2: Structural Trees

Structural Trees are the existing trees on each Lot as at the date of this Instrument and are more particularly described as:

- Right of access - the Red Oaks lining the right of way.
- Boundary trees along Pine Hill Rd West (Cedars and Maples).
- Lot 1: Little Gem Magnolias along the cycleway and Pomona Road frontage, Maples and Cedars along Pomona Road boundary, Atlas Cedars on southern boundary.
- Lot 3: Cedars, Maples, Oaks along Pine Hill Rd West and Red Oaks along the right of way.
- Lot 4: Cedars, Maples along Pine Hill Rd West, Red Oaks along the right of way. Japanese White Birches, Maples, Scarlet Oaks along the boundary with Ultimate Lot 11.
- Lot 5: Cedars, Maples, Oaks, Tupelo.
- Lot 6: Cedars, Maples, Oaks along ridge line boundary.
- Lot 9: Little Gem Magnolia, Michelia, Kowhai, Leptospermum Scoparium, Flowering Cherry.
- Lot 10: Redwoods (Sequoias) – at least three (3) Redwoods are to be retained (see restriction 7.5).
- Ultimate Lot 11: Cedars, Maples, Oaks, Tupelo, Little Gem Magnolia, Liquidambar (Liquid Amber), Stone Pine, West Himalayan Spruce, Cyresses, Spanish Fir, NZ Kahikatea, Narrow Leaf Ash, Swamp Cypress in gullies, detention pond overflow area and around the detention pond (ie the pond area to the north-west, not the main dam by the right of way).
- Ultimate Lot 11: Red Oak avenue along the right of way, Oaks, Cedars, Tupelos and Maples in gully and along boundary of Pine Hill Rd West.

If not otherwise listed above, **Structural Trees** are also defined as any of the varieties listed as species 1-22 on the planting inventory attached.

Note

Lylandii Cypress and Poplars are not included within the definition of Structural Trees. Accordingly:

- Lylandii Cypress trees will be removed over time by Cornerstone Partnership and are approved for removal by the Lot 4 and Ultimate Lot 11 owners.
- Poplars on Ultimate Lot 11 are approved for removal by the Ultimate Lot 11 owners.

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

EASTWOOD HILL LIMITED

Grantee

PAUL STUART DENNY and SONYA MARY DENNY

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Schedule, if required

Continue in additional Annexure

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey electricity, telecommunications and computer media	M on DP 525994	Lot 1 DP 525994 – CFR 843314	Lot 11 DP 496153 – CFR 729499

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 1]~~

Covenant provisions

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

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

Annexure Schedule

Page of Pages

Insert instrument type

Continues in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 1

Rights and Powers:

- 1 Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to The Property Law Act 2007, the provisions of the Fifth Schedule to The Property Law Act 2007 must prevail.
- 2 Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to The Property Law Act 2007 and the provisions of this Easement Instrument, the provisions of this Easement Instrument must prevail.
- 3 The following provisions are applicable to all of the easements created by this Easement Instrument:
 - 3.1 No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the Grantor and Grantee that each easement shall subsist for all time unless it is surrendered.
 - 3.2 Any maintenance, repair or replacement of any easement facility on the servient or dominant land that is necessary because of any act or omission by the Grantee (or any of the Grantees, if more than one) or the Grantor (or any of the Grantors, if more than one) entitled to use the same (which includes agents, employees, contractors, tenants and invitees of that Grantor or Grantee as the case may be) must be carried out promptly by that Grantor or Grantee and at that Grantor or Grantee's sole cost (and if there shall be more than one Grantee or Grantor for the time being so responsible the cost shall be borne by them in proportion to their responsibility). Where such act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor(s) or Grantee(s) responsible shall be in proportion to the amount attributable to that act or omission, and the balance shall be payable in accordance with clause 3.3 below).
 - 3.3 Subject to clause 3.2 above, the costs of any maintenance, repair, or replacement of any easement facility on the servient or dominant land (and any equipment or accessories appurtenant thereto) shall be borne by the Grantee (or Grantees, if more than one) and the Grantor (or Grantors, if more than one) entitled to use the same in the same proportion to which such easement facilities (and appurtenant equipment or accessories) are actually used by each of them and so that no such Grantee or Grantor shall bear the cost of anything which is in respect of any part of the easement facilities (or appurtenant equipment or accessories) which is not used by such Grantee or Grantor or in respect of which such use has not commenced.

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

1. **Paul Stuart Denny** as to a ½ share and **Sonya Mary Denny** as to a ½ share as to the land comprised in CFR 729499
2. **Paul James Tranter** and **Anna Christine Tranter** as to the land comprised in CFR 250758

Grantee

1. **Paul James Tranter** and **Anna Christine Tranter** as to the land comprised in CFR 250758
2. **Paul Stuart Denny** as to a ½ share and **Sonya Mary Denny** as to a ½ share as to the land comprised in CFRs 729498 and 729499

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown reference	(plan	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants			Lot 1 DP 18820 and Lot 3 DP 361631 CFR 250758 ("the Tranters' Servient Lots") Lot 11 DP 496153 CFR 729499 ("the Dennys' Servient Lot")	CFR 729498 and 729499 ("the Dennys' Dominant Lots") CFR 250758 (the Tranters' Dominant Lots)

Form B - continued

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

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

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

~~The implied rights and powers are hereby [varied] [negated] [added to] or [substituted] by:~~

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{the provisions set out in Annexure Schedule —}~~

Covenant provisions

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

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

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

the Annexure Schedule.

Form B - continued

ANNEXURE SCHEDULE

Continuation of Grant of Easement or *Profit à prendre* or Creation of Covenant

Introduction

- (a) The Dennys are undertaking a subdivision of the land formerly contained in Certificate of Title NL9A/1345 (Lot 2 DP 14538) to create 10 rural residential lots (Lots 1-10) and one productive lot (ultimate Lot 11) pursuant to Tasman District Council Resource Consent RM140753V1 ("the Dennys' development"). Stage 1 of the Denny's development is already complete.
- (b) The Tranters are also undertaking a subdivision of the property owned by them comprised in Certificate of Title 250758 (being Lot 1 DP 18820 and Lot 3 DP 361631) pursuant to Tasman District Council Resource Consent RM170418 as shown on LT 523804 ("the Tranters' development"). Under this consent separate titles are being created for the three existing cottages on what will become Lots 1, 2 and 3 LT 523804 (known as 6, 8 and 12 Pippin Lane) which overlook the Dennys' property.
- (c) In providing Adjoining Landowner Consents for each other's subdivisions the parties entered into a written agreement in 2014, later varied by further written agreement dated 3 March 2017, to grant various covenants in favour of the other's properties (as further defined in this Instrument).
- (d) It is the parties intention that the Servient Lots be subject to the Land Covenants set out in Schedules B and C for the benefit of the lots described as Dominant Lots.
- (e) In this document unless the context indicates otherwise:
 - (i) "Dennys" means Paul Stuart Denny and Sonya Mary Denny and all subsequent owners for the time being of any Servient or Dominant Lot formerly held by the Dennys.
 - (ii) "Tranters" means Paul James Tranter and Anna Christine Tranter and all subsequent owners for the time being of any Servient or Dominant Lot formerly held by the Tranters.

Land Covenants

For the purposes of binding the respective Servient Lots for the benefit of the respective Dominant Lots:

- A. the Dennys **HEREBY COVENANT AND AGREE** in the manner set out in Schedule B so that the Covenants run with the Dennys' Servient Lot (for the benefit of the Tranters' Dominant Lots; and
- B. the Tranters **HEREBY COVENANT AND AGREE** in the manner set out in Schedule C so that the Covenants run with the Tranters' Servient Lots for the benefit of the Dennys' Dominant Lots

TO THE INTENT:

1. that the Covenants entered into by the Dennys bind the Dennys' Servient Lot for the benefit of the Tranters' Dominant Lots;
2. that the Covenant entered into by the Tranters binds each of the Tranters' Servient Lots for the benefit of the Dennys' Dominant Lots;
3. that each of the respective Dominant Lots can enforce compliance with the relevant Covenants against each of the respective Servient Lots.

Limitations of Liability

Paul Stuart Denny and Sonya Mary Denny will not be liable because of any action they take or fail to take or for any default in any dwelling, building or other structure erected on any Lot or at all as a result of these covenants and the owners for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified **Paul Stuart Denny and Sonya Mary Denny** and their legal successors (other than successors in title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise arising out of or by virtue of this Instrument.

Paul James Tranter and Anna Christine Tranter will not be liable because of any action they take or fail to take or for any default in any dwelling, building or other structure erected on any Lot or at all as a result of these covenants and the owners for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified **Paul James Tranter and Anna Christine Tranter** and their legal successors (other than successors in title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise arising out of or by virtue of this Instrument.

Consequences of Breach

IF the owner or the occupier for the time being of any Servient Lot breaches any of the restrictive covenants, or subdivision delays are caused by opposition by the Grantee that will cause loss or damage to the Grantor, the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith immediately and permanently remedy or remove the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including:

- (i) liquidated damages of \$200.00 per day for every day that such breach or non-observance continues;
- (ii) all the Dominant Lot owner's fees and charges for enforcing the remedies;
- (iii) a 50% liquidated damages surcharge on the paragraph (ii) fees and charges; and
- (iv) dealing with any claims against the Dominant Lot owner by third parties arising from such breach.

Dispute Resolution

If any dispute or difference arises in any way out of or in connection with the covenants referred to in this Instrument the parties agree to discuss the matter fully in the spirit of goodwill and cooperation with a view to reaching a resolution, for the purposes of which either party may require the other to enter mediation in the manner adopted by LEADR or any equivalent facility for alternative dispute resolution available in New Zealand. If the parties cannot resolve any such dispute or difference, and such dispute cannot be resolved through a mediation, either party may require the matter to be referred to the arbitration of a single arbitrator on the following terms:

- a. The arbitrator is to be jointly agreed upon by the parties;
- b. If the parties fail to agree upon an arbitrator within seven (7) days of the issue being submitted to them any party may require the President of the Nelson District Law Society to nominate an arbitrator and that nomination will then bind the parties;
- c. The reference is reference to arbitration under the Arbitration Act 1996;
- d. The arbitration decision is final and binding and may include:
 - i. An order for costs;
 - ii. An order for enforcement;
 - iii. Interest on monies payable.

SCHEDULE B

Covenants binding the Dennys' Servient Lot

1. The Grantor shall maintain plantings within a 5m wide area parallel to the Pippin Lane road boundary for a distance of 90 metres south of the boundary with Lot 1 DP 14538 (338 Pomona Road) to such a height so as not to block out:
 - winter sunlight into the cottages (proposed Lots 1, 2 and 3 of the Tranters' development, now known as 6, 8 and 12 Pippin Lane); and
 - the sea views from the eastern-most cottage (proposed Lot 3, now known as 12 Pippin Lane).

This covenant is for the benefit of the cottages on the Tranters' Dominant Lots which are shown on the Resource Consent Application Plan at page 12 of the Tranters' subdivision resource consent RM170418 granted on 22 June 2017.

SCHEDULE C

Covenant binding the Tranters' Servient Lots

2. The Grantor shall not use any of the Lots for other than private residential purposes to the intent that such Lot shall not be used for institutional residential purposes or as a hostel, or boarding house, or as a correctional facility. For the purposes of this clause "institutional residential purposes" shall include the use of the Lot for housing purposes by Central or Local Government agencies or public or private health or education sector or correctional sector agencies.
-

TASMAN DISTRICT COUNCIL

RM140753V4

DP 535756

**CONSENT NOTICE UNDER SECTION 221
RESOURCE MANAGEMENT ACT 1991**

Tasman District Council hereby gives notice pursuant to Section 221 of the Resource Management Act 1991 that the following conditions shall apply to Lots 2, 3 and 4 DP 535756 (RTs 887071-887073) on a continuing basis:

(a) **Building Location Areas (BLAs)**

The construction of all buildings shall be within the following BLAs shown on DP 535756, except that an allowance of up to 20% of a building may extend over the identified BLA on any Lot provided that all height and setback requirements are met in respect of each Lot:

Lot 2	Marked X on DP 535756
Lot 3	Marked Y on DP 535756 *
Lot 4	Marked Z on DP 535756

* (relates to construction of a new dwelling on Lot 3 only)

(b) **Building Heights**

All buildings shall be restricted to 6.5 metres in height.

(c) **Exterior Building Colours**

The exterior of all new buildings on the Lots shall be finished in colours that are recessive and blend in with the immediate environment. Buildings shall be finished in colours that meet the following standards:

Colour Group*	Walls	Roofs
Group A	A05 to A14 and reflectance value $\leq 50\%$	That the roof colour is complementary with the rest of the building/s and with a reflectance value of no greater than 15%
Group B	B19 to B29 and reflectance Value $\leq 50\%$	
Group C	C35 to C40, reflectance value $\leq 50\%$ and hue range 06-16	
Group D	D43 to D45, reflectance value $\leq 50\%$ and hue range 06-12	
Group E	Excluded	Matt or Low-gloss
Finish	Matt or Low-gloss	

*Based on BS5252:1976 (British Standard Framework for Colour Co-Ordination for Building Purposes). Where a BS5252 descriptor code is not available, a sample colour chip equivalent to acceptable BS5252 colours is satisfactory.

(d) **Non-reflective surfaces**

Exterior surfaces of all buildings shall be non-reflective.

WAM

(e) **Compliance with Land Use Consent RM140754**

Any dwelling erected on the Lots shall be in accordance with the Land Use Consent RM140754 and any subsequent variations.

Note: The distance of the firefighting water supply from the dwelling will be as Interpreted by Fire Emergency New Zealand under its "Code of Practice Firefighting Water Supplies SNZ PAS 4509:2008" or any subsequent variation or replacement of that Code.

(f) **Compliance with Wastewater Discharge Permits**

The owner of each Lot shall comply with all conditions of the Lot's respective wastewater discharge permit:

Lot 2	RM140758
Lot 3	RM140759 (Discharges from new dwelling only)
Lot 4	RM140760

Discharge permits do not "attach to the land" and the wastewater discharge permit relative to each Lot must be transferred to the new owner when the ownership of each Lot changes, as there are ongoing consent requirements that need to be met.

(g) **Compliance with Stormwater Discharge Permits**

The owner of each Lot shall comply with all conditions of the Lot's respective stormwater discharge permit:

Lot 2	RM140805
Lot 3	RM140806
Lot 4	RM140807

Discharge permits do not "attach to the land" and the stormwater discharge permit relative to each Lot must be transferred to the new owner when the ownership of each Lot changes, as there are ongoing consent requirements that need to be met.

(h) **Stormwater Management Plan**

Each Lot owner shall comply with the requirements of the stormwater management plan prepared by Tasman Consulting Engineers (dated July 1, 2019 on the cover page) and titled 'Cornerstone Subdivision Detention Pond Management System, 348 Pomona Road, Ruby Bay'.

(i) **Conditions specific to Lot 3 (if a new dwelling is erected)**

If a new dwelling is erected on Lot 3:

1. the existing dwelling shall be removed from the Lot *prior to occupation of the new dwelling*;
2. underground power and telephone connections to the Lot boundary are required;
3. *prior to the erection of the new dwelling* the BLA shall be remediated in accordance with the Site Remediation Action Plan prepared by Tasman Environmental Management dated May 2014, or the preparation and implementation of an ongoing Management Plan prepared by a suitably qualified person;
4. A report shall be provided by a Chartered Professional Engineer confirming that the BLA is suitable for residential building, particularly in relation to any cuts, fills or batters in accordance with NZS 4404:2010 Schedule 2A. Where fill has been placed on any part of the BLA, a certificate shall be provided by a suitably qualified Chartered Professional Engineer, certifying that filling has been placed and compacted in accordance with NZS 4431:1989.

(j) **Conditions specific to Lots 2 and 4**

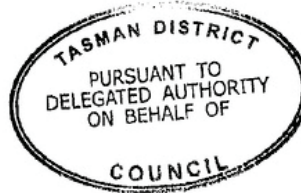
Tasman Consulting Engineers have carried out a geotechnical investigation of Lots 2 and 4. Their report is titled *Geotechnical Completion Report & NZS 4404 Certification – Lots 2 and 4 – Subdivision of 348 Pomona Road, Ruby Bay* dated 5 July 2019 and includes the following requirements:

1. Foundations shall be the subject of specific engineering investigation and design undertaken by a Chartered Professional Engineer experienced in foundation and design;
2. Any new fill on the site with a depth exceeding 600mm or within 1m of a building shall be controlled engineered fill, sourced and placed in accordance with NZS 4431:1989 earth fill for residential development. Placement of fill shall include appropriate stripping, benching and under drainage;
3. All cuts exceeding 1m, and any cut closer than 3m horizontal distance away from a building or site boundary shall be either battered back at a slope not exceeding 26.5° (1V:2H) or be retained. The solution must be designed and certified by a Chartered Professional Engineer experienced in soils engineering.

Dated at Richmond this 29th day of October 2019

W. A. Ham

Authorised Officer



This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor (Burdened Land)

Paul Stuart Denny and Sonya Mary Denny

Grantee (Benefited Land)

Paul Stuart Denny and Sonya Mary Denny

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (DP 535756)	Burdened Land (Record of Title) – Lots on DP 535756	Benefited Land (Record of Title) or in gross –
Right of Way	A	Lot 3 (887072)	Lots 2, 4 and 11 DP 535756 (887071, 887073, 887074)
	B, BB, BC	Lot 11 (887074)	Lots, 2, 3 and 4 DP 535756 (887071, 887072, 887073)
Pedestrian Right of Way	C	Lot 11 (887074)	Lots, 2, 3 and 4 DP 535756 (887071, 887072, 887073)
Right to convey water, telecommunications, electricity, computer media	A	Lot 3 (887072)	Lots 2, 4 and 11 DP 535756 (887071, 887073, 887074)
	B	Lot 11 (887074)	Lot 2 DP 535756 (887071)
contd...			

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/continuation of Schedule A...

Purpose of Easement, or <i>profit</i>	Shown (DP 535756)	Burdened Land (Record of Title) – Lots on DP 535756	Benefited Land (Record of Title) or in gross –
Right to drain water	K BB, D, E, G J L M NB, O	Lot 2 (887071) Lot 11 (887074) Lot 2 (887071) Lot 11 (887074) Lot 11 (887074) Lot 11 (887074)	Lots 3, 4 and 11 DP 535756 (887072, 887073, 887074) Lot 4 DP 535756 (887073) Lot 3 DP 535756 (887072) Lots 2, 3 and 4 DP 535756 (887071, 887072, 887073) Lots 2, 3 and 4 DP 535756 (887071, 887072, 887073) Lot 1 DP 496153 (729498) Lot 1 DP 496153 (729498)

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **[varied]** ~~**[negative]**~~ ~~**[added to]**~~ or ~~**[substituted]**~~ by:

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

[the provisions set out in the Annexure Schedule]

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule

Insert instrument type

Easement Instrument

Schedule 5 PLA Prevails over Schedule 5 LT Regs

1. Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 ("Schedule 5 LT Regs") and Schedule 5 of the Property Law Act 2007 ("Schedule 5 PLA"), the provisions of Schedule 5 PLA must prevail.

These Terms Prevail over both Schedules

2. Where there is a conflict between the modifications in this Easement Instrument and the provisions of either Schedule 5 LT Regs or Schedule 5 PLA, then these modifications shall prevail.

'Easement Facility' Definition

3. "Easement facility" shall have the applicable meaning set out in clause 1 of Schedule 5 LT Regs.

Pedestrian Right of Way

4. The Grantee shall have the right (in common with the Grantor) at all times to go over and along the easement facility by foot only, with or without:
 - any hand or foot propelled bicycle, wheelchair (whether battery powered or electric) or other similar method of non-motorised transportation; and
 - any domestic animal

for the purposes of enjoyment of the surface of the easement area described in Schedule A ("the easement facility") as a shared picnic/recreation facility, along with the following additional rights:

- (a) the right to have the easement facility kept clear at all times from obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the easement facility;
- (b) the right to use the easement facility and to have it kept clear is limited to the extent required by any period of necessary repair or maintenance of the easement facility;
- (c) the Grantor may provide picnic tables and other structures on the easement facility for the better enjoyment of the area as a picnic/recreation area but the Grantee may not erect or install any structure on the easement facility without the prior written consent of the Grantor (and if the Grantor does provide written consent for any structure the Grantee acknowledges that it will be able to be used and enjoyed by all the benefited land owners pursuant to this Easement Instrument); and
- (d) insofar as they are applicable the following clauses of the Schedule 5 LT Regs shall also apply to this easement:
 - a. clauses 10(1)-(4)
 - b. 11(1), (2), (4)-(6)
 - c. 12, 13 and 14.
- (e) The Grantee shall also comply with any rules or warnings sign-posted from time to time by the Grantor relating to the use of the easement facility.

Right to Drain Water / Stormwater Management Plan

5. A stormwater detention system has been installed on the burdened land for the drainage and efficient disposal of stormwater from the benefiting lots, which system comprises two detention ponds (marked "E" and "M" on DP 535756) and their connecting infrastructure including rock berms, a concrete weir and earth channels ("the stormwater detention system").

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6. As a condition of the Subdivision Consent RM140753V4 the Grantor and the Grantee are jointly responsible for complying with the requirements of the Stormwater Management Plan prepared by Tasman Consulting Engineers (dated July 1, 2019 on the cover page) and titled 'Cornerstone Subdivision Detention Pond Management System, 348 Pomona Road, Ruby Bay' ('the Management Plan'), in respect of ongoing maintenance of the detention pond (now shown with the letter "M" on DP 535756), in order to keep it operating in a safe and efficient manner.
7. The detention pond marked "E" on DP 535756 shall also be maintained on the same basis that has been recommended and required by the Management Plan for area "M" on DP 535756.
8. The Grantor shall be responsible for:
 - 8.2 arranging all inspections and maintenance of the stormwater detention system including removal of rubbish and floating debris and for ensuring that the banks and surrounding areas are kept cleared of weeds, plants are pruned, and grass is mown; and
 - 8.3 holding and maintaining the maintenance records required by the Management Plan.
9. The Grantee shall:
 - 9.2 alert the Grantor if they notice that any part of the stormwater detention system (including but not limited to ponds, embankments, spillways) has been compromised and is in need of inspection, maintenance or repair;
 - 9.3 take all steps to ensure that no debris originating from their benefiting lot is permitted to enter any part of the stormwater detention system in a manner likely to detrimentally affect the safe and efficient operation of the stormwater detention system; and
 - 9.4 pursuant to clause 10 of this Easement Instrument, pay a share of the monitoring and maintenance costs incurred by the Grantor in the performance of the Grantor's duties under clause 8 of this Easement Instrument.

Repair and Maintenance

10. The cost of repair and maintenance of any easement facility, including the Pedestrian Right of Way, shall be shared by the parties for the time being entitled to use and actually using the same in such shares as may be fair and reasonable having regard to use and benefit of the easement facility derived by such parties.

Make Good

11. The Grantee shall immediately repair and make good all damage done to the burdened land, or to any buildings, erections, fences, utilities or services on or under the burdened land, caused by the carrying out by the Grantee of any work on the burdened land or the exercise by the Grantee of rights under this Easement Instrument. In this clause the requirement to repair and make good all damage shall include restoring the surface of the land as nearly as possible to its former condition.
12. Where it is impractical to repair and make good any such damage then the Grantee shall compensate the Grantor for such damage together with all damage caused by the work to any crop (whether ready for harvest or not).

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Form 23

Easement instrument to surrender Easement or Profit à prendre

(Section 109 Land Transfer Act 2017)

Grantee

1. Penelope-Jane Wilson as to the land in RT 887071
2. Paul David Appleby and Susan Jane Appleby as to the land in RT 887072
3. Bernard George Crook and Julie Crook as to the land in RT 887073

Grantor

1. Paul Stuart Denny and Sonya Mary Denny as to the land in RT 887074

Surrender of Easement, or Profit à prendre

The Grantee, being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the surrender of those easement(s), or *profit(s) à prendre*

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement, or <i>Profit</i>	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) ² or in gross
Right of Way marked BC on DP 535756; and Pedestrian Right of Way marked C on DP 535756	11540434.3	Lot 11 DP 535756 (RT 887074)	Lots 2-4 DP 535756 (887071-887073)

¹ If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

² If only part of the benefited land is to be surrendered, include the full legal description of that part.

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

1. **Paul Stuart Denny as to a ½ share and Sonya Mary Denny as to a ½ share (RT 729498)**
2. **Penelope-Jane Wilson (RT 887071)**
3. **Paul David Appleby and Susan Jane Appleby (RT 887072)**
4. **Bernard George Crook and Julie Crook (RT 887073)**

Covenantee

Michael Robert Wiles and Mary Rose Wiles

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
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lot 1 DP 496153 Lot 2 DP 535756 Lot 3 DP 535756 Lot 4 DP 535756 (729498, 887071, 887072, 887073) "Burdened Lots"	Lot 1 DP 525994 (843314) "Benefited Lot"

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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}.~~

the Annexure Schedule.

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ANNEXURE SCHEDULE

Continuation of "Grant of Covenant"

Introduction

In this document unless the context indicates otherwise:

- (i) **"Covenantor"** shall mean, in respect of each Burdened Lot, the registered owner for the time being of that Lot. The Covenantor is responsible for complying with the land covenant.
- (ii) **"Covenantee"** shall mean the registered owner for the time being of the Benefited Lot. The land covenant is imposed for the benefit of the Covenantee and the Covenantee is entitled to enforce compliance against the Covenantor.

Land Covenant

For the purposes of binding the Burdened Lots for the benefit of the Benefited Lot the Covenantor **HEREBY COVENANTS AND AGREES** in the manner set out in Schedule B so that the Covenant runs with the Burdened Lots for the benefit of the Benefited Lot **TO THE INTENT**:

1. that the Covenant binds each of the Burdened Lots; and
2. that the Benefited Lot owner can enforce compliance with the Covenant against each of the Burdened Lot owners.

Dispute Resolution

If any dispute or difference arises in any way out of or in connection with the Covenant in this Instrument the parties agree to discuss the matter fully in the spirit of goodwill and cooperation with a view to reaching a resolution, for the purposes of which either party may require the other to enter mediation in the manner adopted by LEADR or any equivalent facility for alternative dispute resolution available in New Zealand. If the parties cannot resolve any such dispute or difference, and such dispute cannot be resolved through a mediation, either party may require the matter to be referred to the arbitration of a single arbitrator on the following terms:

- a. The arbitrator is to be jointly agreed upon by the parties;
- b. If the parties fail to agree upon an arbitrator within seven (7) days of the issue being submitted to them any party may require the President of the Nelson District Law Society to nominate an arbitrator and that nomination will then bind the parties;
- c. The reference is reference to arbitration under the Arbitration Act 1996 (or its replacement);
- d. The arbitration decision is final and binding and may include:
 - i. An order for costs;
 - ii. An order for enforcement;
 - iii. Interest on monies payable.

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Schedule B

The registered owner of each Burdened Lot will not oppose any future subdivision of the Benefited Lot.

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Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor (Burdened Land)

- | | |
|---|---------------|
| 1. Paul Stuart Denny and Sonya Mary Denny as to the land in RTs | 995950-995956 |
|---|---------------|

Grantee (Benefited Land)

- | |
|--|
| 1. Paul Stuart Denny and Sonya Mary Denny as to the land in RTs 729498 and 995950-995956 |
| 2. Penelope-Jane Wilson as to the land in RT 887071 |
| 3. Paul David Appleby and Susan Jane Appleby as to the land in RT 887072 |
| 4. Bernard George Crook and Julie Crook as to the land in RT 887073 |

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (DP 562033)	Burdened Land (Record of Title) – Lots on DP 562033	Benefited Land (Record of Title) or in gross –
Right of Way	A, B	Lot 5 (995950)	Lots 6, 8, 10 DP 562033 (995951, 995953, 995955)
	C	Lot 8 (995953)	Lot 10 DP 562033 (995955)
	D, F, G	Lot 11 (995956)	Lots 5-10 DP 562033 (995950-995955)
	E	Lot 11 (995956)	Lots 5-10 DP 562033, Lots 2-4 DP 535756 (995950-995955, 887071-887073)
	AK	Lot 7 (995952)	Lot 9 (995954)
	AL	Lot 9 (995954)	Lot 7 (995952)
contd...			

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/continuation of Schedule A...

Purpose of Easement, or <i>profit</i>	Shown (DP 562033)	Burdened Land (Record of Title) – Lots on DP 562033	Benefited Land (Record of Title) or in gross –
Pedestrian Right of Way	H	Lot 11 (995956)	Lots 5-10 DP 562033, Lots 2-4 DP 535756 (995950-995955, 887071-887073)
Right to drain water	E, F, G, H	Lot 11 (995956)	Lot 1 DP 496153 (729498)
	A, B	Lot 5 (995950)	Lot 6 (995951)
	B, I	Lot 5 (995950)	Lots 8, 10 (995953, 995955)
	C	Lot 8 (995953)	Lot 10 (995955)
	J	Lot 9 (995954)	Lots 8, 10 (995953, 995955)
	K	Lot 10 (995955)	Lots 8, 9 (995953, 995954)
	F, L, M	Lot 11 (995956)	Lots 5, 8, 10 (995950, 995953, 995955)
	D, E, N	Lot 11 (995956)	Lots 6, 7, 9 (995951, 995952, 995954)
	O	Lot 11 (995956)	Lot 7 (995952)
	P, Q, R	Lot 11 (995956)	Lots 5-10 (995950-995955)
Right to convey electricity and telecommunications	B	Lot 5 (995950)	Lots 6, 8, 10 (995951, 995953, 995955)
	C	Lot 8 (995953)	Lot 10 (995955)
	D	Lot 11 (995956)	Lot 7 (995952)
	S	Lot 11 (995956)	Lot 9 (995954)
	T, AK	Lot 7 (995952)	Lot 9 (995954)
	E, F, G	Lot 11 (995956)	Lots 7, 9 (995952, 995954)
contd...	D	Lot 11 (995956)	Lot 9 (995954)

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Annexure Schedule

Page of Pages

Insert instrument type

Easement Instrument

Schedule 5 PLA Prevails over Schedule 5 LT Regs

1. Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 ("Schedule 5 LT Regs") and Schedule 5 of the Property Law Act 2007 ("Schedule 5 PLA"), the provisions of Schedule 5 PLA must prevail.

These Terms Prevail over both Schedules

2. Where there is a conflict between the modifications in this Easement Instrument and the provisions of either Schedule 5 LT Regs or Schedule 5 PLA, then these modifications shall prevail.

'Easement Facility' Definition

3. "Easement facility" shall have the applicable meaning set out in clause 1 of Schedule 5 LT Regs.

Pedestrian Right of Way

4. The Grantee shall have the right (in common with the Grantor) at all times to go over and along the easement facility by foot only, with or without:

- any hand or foot propelled bicycle, wheelchair (whether battery powered or electric) or other similar method of non-motorised transportation; and
- any domestic animal

for the purposes of enjoyment of the surface of the easement area described in Schedule A ("the easement facility") as a shared picnic/recreation facility, along with the following additional rights:

- (a) the right to have the easement facility kept clear at all times from obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the easement facility;
- (b) the right to use the easement facility and to have it kept clear is limited to the extent required by any period of necessary repair or maintenance of the easement facility;
- (c) the Grantor may provide picnic tables and other structures on the easement facility for the better enjoyment of the area as a picnic/recreation area but the Grantee may not erect or install any structure on the easement facility without the prior written consent of the Grantor (and if the Grantor does provide written consent for any structure the Grantee acknowledges that it will be able to be used and enjoyed by all the benefited land owners pursuant to this Easement Instrument); and
- (d) insofar as they are applicable the following clauses of the Schedule 5 LT Regs shall also apply to this easement:
 - a. clauses 10(1)-(4)
 - b. 11(1), (2), (4)-(6)
 - c. 12, 13 and 14.
- (e) The Grantee shall also comply with any rules or warnings sign-posted from time to time by the Grantor relating to the use of the easement facility.

NB This Pedestrian Right of Way over H on DP 562033 replaces the Pedestrian Right of Way previously created under EI 11540434.3 over C on DP 535756 (now surrendered).

Right to Drain Water / Stormwater Management Plan

5. A stormwater detention system has been installed on the burdened land for the drainage and efficient disposal of stormwater from the benefiting lots, which system comprises two detention ponds (marked "M"

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and "R" on DP 562033) and their connecting infrastructure including rock berms, a concrete weir and earth channels ("the stormwater detention system").

6. As a condition of the Subdivision Consent RM140753V5 the Grantor and the Grantee are jointly responsible for complying with the requirements of the Stormwater Management Plan prepared by Tasman Consulting Engineers (dated July 1, 2019 on the cover page) and titled 'Cornerstone Subdivision Detention Pond Management System, 348 Pomona Road, Ruby Bay' ("the Management Plan"), in respect of ongoing maintenance of the detention pond (now shown with the letter "R" on DP 562033), in order to keep it operating in a safe and efficient manner.
7. The detention pond marked "M" on DP 562033 shall also be maintained on the same basis that has been recommended and required by the Management Plan for area "R" on DP 562033.
8. The Grantor shall be responsible for:
 - 8.2 arranging all inspections and maintenance of the stormwater detention system including removal of rubbish and floating debris and for ensuring that the banks and surrounding areas are kept cleared of weeds, plants are pruned, and grass is mown; and
 - 8.3 holding and maintaining the maintenance records required by the Management Plan.
9. The Grantee shall:
 - 9.2 alert the Grantor if they notice that any part of the stormwater detention system (including but not limited to ponds, embankments, spillways) has been compromised and is in need of inspection, maintenance or repair;
 - 9.3 take all steps to ensure that no debris originating from their benefiting lot is permitted to enter any part of the stormwater detention system in a manner likely to detrimentally affect the safe and efficient operation of the stormwater detention system; and
 - 9.4 pursuant to clause 10 of this Easement Instrument, pay a share of the monitoring and maintenance costs incurred by the Grantor in the performance of the Grantor's duties under clause 8 of this Easement Instrument.

Repair and Maintenance

10. The cost of repair and maintenance of any easement facility, including the Pedestrian Right of Way, shall be shared by the parties for the time being entitled to use and actually using the same in such shares as may be fair and reasonable having regard to use and benefit of the easement facility derived by such parties.

Make Good

11. The Grantee shall immediately repair and make good all damage done to the burdened land, or to any buildings, erections, fences, utilities or services on or under the burdened land, caused by the carrying out by the Grantee of any work on the burdened land or the exercise by the Grantee of rights under this Easement Instrument. In this clause the requirement to repair and make good all damage shall include restoring the surface of the land as nearly as possible to its former condition.
12. Where it is impractical to repair and make good any such damage then the Grantee shall compensate the Grantor for such damage together with all damage caused by the work to any crop (whether ready for harvest or not).