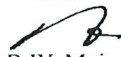




**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier 915200
Land Registration District Nelson
Date Issued 17 June 2020

Prior References

27189

Estate	Fee Simple
Area	2150 square metres more or less
Legal Description	Lot 1 Deposited Plan 542785

Registered Owners

Nicholas James Van Leeuwen and Jade Miree Van Leeuwen

Interests

Subject to a right (in gross) to drain water over part marked H on DP 542785 in favour of Tasman District Council created by Transfer 113689 - 20.12.1967 at 11:47 am

The easement created by Transfer 113689 is subject to Section 351(E) (a) Municipal Corporations Act 1954

Subject to a right (in gross) to drain sewage over parts marked F, G, H, I and J on DP 542785 in favour of Tasman District Council created by Transfer 5254721.4 - 18.6.2002 at 9:00 am

The easement created by Transfer 5254721.4 is subject to Section 243 (a) Resource Management Act 1991

11700890.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 17.6.2020 at 2:42 pm

Subject to a right to convey electricity and telecommunications over parts marked K and J on DP 542785 created by Easement Instrument 11700890.3 - 17.6.2020 at 2:42 pm

Appurtenant hereto is a right of way and a right to convey electricity, telecommunications and water created by Easement Instrument 11700890.3 - 17.6.2020 at 2:42 pm

The easements created by Easement Instrument 11700890.3 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey electricity and telecommunications created by Easement Instrument 11700890.4 - 17.6.2020 at 2:42 pm

The easements created by Easement Instrument 11700890.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 11700890.6 - 17.6.2020 at 2:42 pm

11795628.3 Mortgage to Nelson Building Society - 17.7.2020 at 3:33 pm



View Instrument Details

Instrument No.	11700890.2
Status	Registered
Date & Time Lodged	17 Jun 2020 14:42
Lodged By	Boss, Clare Margaret
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
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915200	Nelson
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Annexure Schedule Contains 2 Pages.

Signature

Signed by Dene Peter Gavin as Territorial Authority Representative on 17/06/2020 12:42 PM

*** End of Report ***

TASMAN DISTRICT COUNCIL

CONSENT NOTICE

PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT 1991

TASMAN DISTRICT COUNCIL NUMBER RM180911

LT Plan 542785

The Tasman District Council hereby gives notice pursuant to Section 221 of the Resource Management Act 1991 that the subdivision consent in respect of LT Plan 542785 being a subdivision of the land in Record of Title EFR 27189 was granted subject to the following conditions to be complied with on a continuing basis:

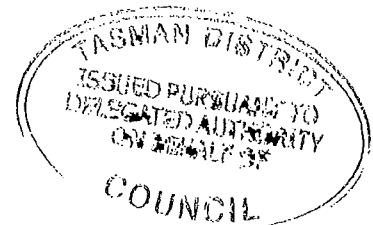
The following conditions shall apply to Lot 1:

- A. Any building to be used for habitable purposes shall be constructed with a minimum finished floor level of 4.125 metres (NZVD2016) and be fully contained within the area identified as the Building Location Area (BLA) shown on Plan A attached as Appendix A.
- B. Prior to the construction of any dwelling, the ground level shall be raised to a minimum of RL 3.90 metres (NZVD2016) for the dwelling site and a 2 metre curtilage beyond the dwelling footprint.
- C. A statement confirming that any earth fill placed on Lot 1 and any retaining, are suitable for residential development shall be submitted from a geo-professional with any building consent application. The statement shall be made in terms of NZS4431, Appendix 2. The statement shall include any retaining structures and be accompanied by compaction test results for the area of fill and be certified by a suitably qualified chartered professional engineer acceptable to Council.
- D. Stormwater disposal shall be in accordance with RM190381 or replacement consent.
- E. Development shall be positioned within the *Designated Building Area subject to specific engineering design* depicted on the attached *Geotechnical Assessment and Certificate Plan* dated 18 December 2019. All earthworks will require specific design and construction monitoring by a Chartered Professional Engineer practising in geotechnical or foundation engineering, due to potential liquefaction concerns, unless the structure is supported by piles or a raft foundation in which case the design and construction monitoring shall be undertaken by a Chartered Professional Engineer practising in geotechnical, structural or foundation engineering. Foundations for all buildings including concrete slab-on-ground floors, shall extend through topsoil to bear infill certified in accordance with *NZS4431:1989 – Code of Practice for Earthfill for Residential Development*, or otherwise supported by engineered piles.
- F. Foundations not conforming to *NZS3604:2011* and all earthworks shall be designed and the construction monitored by a Chartered Professional Engineer practising in geotechnical or foundation engineering.
- G. Where foundations comply with *NZS3604:2011* and entirely in a certified fill platform situated in the *Designated Building Area subject to specific engineering design*, all foundation excavation shall be inspected by a building inspector, or otherwise, a Chartered Professional Engineer practising in geotechnical or foundation engineering, prior to placing work, poles, EPM or reinforcing steel.
- H. Earthworks and ground shaping shall be constructed to prevent ponding and provide a positive gradient away from foundation elements.
- I. Generally, concentrated stormwater discharges collected from roofs and hardstanding areas must be conveyed into an appropriately designed site stormwater system, soakage pit or natural water course. Such control measures shall be installed by a registered drain

Duncan Cottrell

layer. Refer to the granted resource consent to discharge stormwater to land (RM190381) for specific requirements.

- J. The location of existing services must be confirmed at the onset of construction. Foundation elements near the services must be positioned in accordance with the *Nelson Tasman Land Development Manual 2019* requirements.
- K. All site development shall meet the erosion and sediment provisions of the *Nelson Tasman Sediment Control Guidelines 2019*. Temporary stormwater control shall be maintained and/or installed as required to mitigate potential damage to neighbouring properties until permanent measures are in place and functioning.



Takake
Dated at ~~Richmond~~ this *13th* day of *March* 2020

ER Flaxton

(Principal Administrative Officer/Authorised Officer)



View Instrument Details

Instrument No. 11700890.3
Status Registered
Date & Time Lodged 17 Jun 2020 14:42
Lodged By Boss, Clare Margaret
Instrument Type Easement Instrument



Affected Records of Title	Land District
915200	Nelson
915201	Nelson

Annexure Schedule Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 5174575.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by Dene Peter Gavin as Grantor Representative on 17/06/2020 12:42 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Dene Peter Gavin as Grantee Representative on 17/06/2020 12:42 PM

*** End of Report ***

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

I J & R M WILLIAMS LIMITED

Grantee

I J & R M WILLIAMS LIMITED

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 (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way, Right to Convey Electricity & Telecommunications, Right to Convey Water	A, B, C, D, & E DP 542785	RT 915201 (Lot 2 DP 542785)	RT 915200 (Lot 1 DP 542785)
Right to Convey Electricity & Telecommunications	K & J DP 542785	RT 915200 (Lot 1 DP 542785)	RT 915201 (Lot 2 DP 542785)

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

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

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]** ~~[negatived]~~ **[added to]** or ~~[substituted]~~ by:

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

[the provisions set out in Annexure Schedule]

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

Annexure Schedule B

Rights and Powers:

- 1 The rights and powers granted by this easement instrument are in addition to (and not in substitution for) the rights set out in Schedule 5 of the Land Transfer Regulations 2018, and/or the Fifth Schedule to the Property Law Act 2007. The implied rights and powers are varied and added to as provided hereunder.
- 2 The following provisions are applicable to the easement created by this easement instrument:
 - 2.1 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.
 - 2.2 The Grantor will not place any structures (other than a boundary fence) or impediment along or over or through the stipulated course or area, and will not permit any vegetation to grow in or around the stipulated course or area that is capable of damaging or obstructing or interfering with the easement facility. The Grantee has the right to remove any such structure, impediment or vegetation from the stipulated course or the area if the Grantee considers this may cause damage, obstruction or interference with the easement facility.
 - 2.3 Any maintenance, repair or replacement of any easement facility on the servient land that is necessary because of any act or omission by the Grantee or the Grantor (which includes agents, employees, contractors, tenants and invitees of that Grantor or Grantee as the case may be) must be carried out promptly by the Grantor or Grantee and at the Grantor or Grantee's sole cost. Where such act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor or Grantee responsible shall be in proportion to the amount attributable to that act or omission, and the balance shall be payable in accordance with clause 3.4 below.
 - 2.4 Subject to clause 3.3 above, the costs of any maintenance, repair, or replacement of any easement facility on the servient land (and any equipment or accessories appurtenant thereto) shall be borne by the Grantee and the Grantor 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 the Grantee or Grantor shall not 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 the Grantee or Grantor or in respect of which such use has not commenced.



View Instrument Details

Instrument No. 11700890.4
Status Registered
Date & Time Lodged 17 Jun 2020 14:42
Lodged By Boss, Clare Margaret
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Records of Title	Land District
915200	Nelson
915201	Nelson
NL2C/860	Nelson

Annexure Schedule Contains 3 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Encumbrancee under Encumbrance 348029.1 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 5174575.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by Dene Peter Gavin as Grantor Representative on 26/06/2020 07:47 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Dene Peter Gavin as Grantee Representative on 26/06/2020 07:48 AM

*** End of Report ***

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

Lillian Victoria TURNER

Grantee

I J & R M WILLIAMS LIMITED

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 (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity & Telecommunications	L on DP 542785	RT NL2C/860 (Lot 2 DP 7170)	RT 915200 (Lot 1 DP 542785) and RT 915201 (Lot 2 DP 542785)

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

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]** ~~**[negated]**~~ **[added to]** or ~~**[substituted]**~~ by:

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

[the provisions set out in Annexure Schedule ____]

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Annexure Schedule B

Rights and Powers:

- 1 The rights and powers granted by this easement instrument are in addition to (and not in substitution for) the rights set out in Schedule 5 of the Land Transfer Regulations 2018, and/or the Fifth Schedule to the Property Law Act 2007. The implied rights and powers are varied and added to as provided hereunder.
- 2 The following provisions are applicable to the easement created by this easement instrument:
 - 2.1 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.
 - 2.2 The Grantor will not place any structures (other than a boundary fence) or impediment along or over or through the stipulated course or area, and will not permit any vegetation to grow in or around the stipulated course or area that is capable of damaging or obstructing or interfering with the easement facility. The Grantee has the right to remove any such structure, impediment or vegetation from the stipulated course or the area if the Grantee considers this may cause damage, obstruction or interference with the easement facility.
 - 2.3 Any maintenance, repair or replacement of any easement facility on the servient land that is necessary because of any act or omission by the Grantee or the Grantor (which includes agents, employees, contractors, tenants and invitees of that Grantor or Grantee as the case may be) must be carried out promptly by the Grantor or Grantee and at the Grantor or Grantee's sole cost. Where such act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by the Grantor or Grantee responsible shall be in proportion to the amount attributable to that act or omission, and the balance shall be payable in accordance with clause 3.4 below.
 - 2.4 Subject to clause 3.3 above, the costs of any maintenance, repair, or replacement of any easement facility on the servient land (and any equipment or accessories appurtenant thereto) shall be borne by the Grantee and the Grantor 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 the Grantee or Grantor shall not 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 the Grantee or Grantor or in respect of which such use has not commenced.



View Instrument Details

Instrument No. 11700890.6
Status Registered
Date & Time Lodged 17 Jun 2020 14:42
Lodged By Boss, Clare Margaret
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
915200	Nelson
915201	Nelson

Annexure Schedule Contains 5 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Dene Peter Gavin as Covenantor Representative on 26/06/2020 07:48 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Dene Peter Gavin as Covenantee Representative on 26/06/2020 07:48 AM

*** End of Report ***

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

I J & RM WILLIAMS LIMITED

Covenantee

I J & RM WILLIAMS 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 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
Restrictive Land Covenants as set out herein and in the Annexure Schedule	DP 542785	Lot 1 DP 542785 CFR 915200	Lot 2 DP 542785 CFR 915201

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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].

[Annexure Schedule B].

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ANNEXURE SCHEDULE B

LAND COVENANTS ("COVENANTS")

- 1.1 The Grantor and the Grantee wish to protect the building and visual concepts and standards of Grantor's subdivision shown on DP 542785. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such Covenants be noted against all the Titles having the benefit and those having the burden of these Covenants.
- 1.2 These Covenants shall:
 - 1.2.1 Run with and bind the Title to Lot 1 DP 542785 being Title 915200 ("the Burdened Land").
 - 1.2.2 Be for the benefit of and appurtenant to the Title to Lot 2 DP 542785 being Title 915201 ("the Benefited Land").
- 1.3 For the purposes of binding the Burdened Land for the benefit of the respective Benefited Land the Grantor COVENANTS AND AGREES in the manner set out in Schedule B so that the Covenants run with the Burdened Land for the benefit of the respective Benefited Land.
- 1.4 The Covenants contained within this Instrument will automatically cease to have any effect on any allotment that will vest as road, or reserve in any subsequent stage of the subdivision upon the deposited plan for such subsequent stage, being approved as to survey by Land Information New Zealand.

SCHEDULE B

1 INTERPRETATION:

- 1.1 In these Covenants unless the context otherwise requires:

- (i.) "**Grantor**" means the registered proprietor of any servient Lot and includes any tenant or occupier or their successors in title of that lot;
- (ii.) "**Grantee**" means listed as a Grantee;

2 PROHIBITED CONSTRUCTION AND ACTIVITIES:

- 2.1 The Grantor shall not, after registration of these covenants, subdivide any of the Lots provided, however, any boundary adjustment that does not create or lead to the creation of a separate building site and/or building platform shall not be in breach of this Covenant.
- 2.2 The Grantor shall not permit, construct, allow to construct or use the following on the Lot:
 - 2.2.1 Any temporary building or structure or any caravan, tent or other contrivance for temporary residential accommodation for any period exceeding 6 months from the date of settlement;
 - 2.2.2 Any previously constructed or occupied or relocated dwelling building or structure;
 - 2.2.3 Any building or structure clad or roofed in pre-used materials;
 - 2.2.4 Any building other than a single dwelling unit and outbuilding of which the area of such dwelling inclusive of any garage shall not be less than 160 square metres and no more than 40% of the area of the Lot shall be covered by buildings or hard or impervious surfaces;
 - 2.2.5 Any kitset building constructed substantially off-site to be assembled on-site;
 - 2.2.6 Any attachment to any building including aerial solar heating panels and radio mast which extend beyond the form of the building (however, the Transferor will permit solar panels, solar hot water heat devices, and aerials that are not unsightly or do not unduly interfere with the building's visual amenity are permitted so long as they are attached to the building and are inside the building footprint);

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- 2.2.7 Any building or other structure with a roof cladding or corrugated iron; whether painted or unpainted provided that Decramastic and Coloursteel products or products of similar construction pre-painted or coated in the manufacturing process shall not be in breach of this covenant;
- 2.2.8 Any building or structure of an 'A' frame style of construction;
- 2.2.9 Any buildings or roofs of buildings with reflective metal finishes;
- 2.2.10 Any building with greater than 5.0 metres in height (measured from natural ground level);
- 2.2.11 Any building which is more than single storey;
- 2.2.12 Not permit, suffer or allow the use of the Lot for other than private residential purposes to the intent that such Lot shall not be used for institutional residential purposes or as a hostel, lodge 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 Government agencies or public or private health or education sector or correctional sector agencies;
- 2.2.13 Not to permit or cause any rubbish to accumulate be placed or stored upon the lot and not permit any excessive growth of grass, or any growth of gorse, bracken, fern or other vegetation that becomes unsightly. In the event that the Grantor fails to comply with this clause the Grantor agrees that the Transferor may carry out the Grantor's obligations herein and the Grantor agrees to reimburse the Transferor for any costs or changes relating thereto;
- 2.2.14 Not bring into, raise, breed or keep on the servient tenement any of the following:
 - (a) Any breed of dog specified as dangerous by the Tasman District Council at any time and it is acknowledged by the Grantor and the Grantee that such specification of dog breed may change from time to time;
 - (b) Roosters or cockerels;
 - (c) Pigs.
- 2.2.15 The Grantor shall not build outside of the building location area ("BLA") shown on the survey plan as Lot 1, and shall not make any application for Resource Consent to Tasman District Council or any other Authority to move alter or relocate the BLA.

3 COVENANT AS TO HEIGHT:

- 3.1 The Covenantor for themselves and their successors in title hereby covenant and agree with the Covenantee and their successors in title for the benefit of the Benefited Land that the Covenantor will not place or plant, or permit or suffer to be placed or planted, on the Burdened Land any tree or other vegetation which exceeds a height of 2 metres above natural ground level on the Lot.

4 MODIFICATION OR WAIVER OF COVENANTS:

- 4.1 While the Transferor remains the registered proprietor of any of the Benefited Land it reserves the right to itself (with the intent that this right does not enure to its successors in title) waive or modify any of the above Restrictive Covenants contained herein but will only do so if in its opinion such action does not impinge upon the integrity of the subdivision in its entirety and the Transferor will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any Lot or at all as a result of these covenants and the registered proprietor for the time being of the Lot and the Benefited Land shall indemnify and keep indemnified the Transferor and its legal successors (other than successors in title after registration of a Memorandum of Transfer to the Grantor hereunder) from any costs, claims, suits, demands, liabilities, actions or proceedings or otherwise arising out of hereunder.

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5 FENCING:

5.1 The Grantee shall not call upon the Grantor to contribute to the cost of fencing.

6 DEFAULT PROVISIONS:

6.1 If there is a breach or non-observance of any of the foregoing Covenants without prejudice to any other liability the Transferor may have to any other person having the benefit of a covenant the Grantor will upon demand being made by the Transferee or its nominee or any Grantee:

- (a) Pay to the person making such demand as liquidated damages the sum of \$1,000.00 plus GST per day for every day that such breach or non-observances continues after the date upon which written demand has been made;
- (b) Remove or cause to be removed from the land any dwelling-house, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the foregoing covenants at the cost of the registered proprietor thereof and the costs shall be recoverable as liquidated damages;
- (c) Replace any building materials used in breach or non-observance of the foregoing covenants and the cost of such work shall be recoverable from the registered proprietor as liquidated damages;
- (d) Replace landscaping (as herein defined) and the Transferor may enter upon the Grantor's land within machinery and equipment to make good such default at the cost of the registered proprietor of the relevant Lot and the cost thereof shall be recoverable from the registered proprietor as liquidated damages.