

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Covenantee

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			

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].

Annexure Schedule

Continue in additional Annexure Schedule, if required

The Covenantor being a registered proprietor of the land formally contained in Record of Title 906256 subdivided the land into 6 lifestyle lots in the manner shown on Deposited Plan and whereas it is the Covenantor's intention to create certain land covenants as follows:

1. The land covenants set out in Schedule B are created for the benefit of the land in Records of Title to inclusive (the "Benefited lots") over the land in Records of Title to inclusive (the "Burdened Lots").
2. The Burdened Lots shall be bound by the provisions, stipulations and restrictions set out in Schedule B.
3. The owners and occupiers for the time being of the Benefited Lots may enjoy the benefit of the covenants set out in Schedule B and enforce and observe such provisions, stipulations and restrictions as the covenants provide for their benefit.
4. Such covenants are created so as to bind the Burdened Lots for the benefit of each of the other of the Benefited Lots in respect of the matters set out in Schedule B so that the covenants in Schedule B run with the Burdened Lots for the benefit of each of the other of the Benefited Lots.

Schedule B

COVENANTS:

- 1.0 Limitation on land use
 - 1.1 Not to use or allow the Lot to be used for such commercial activities as pig farming, dog kennels, chicken farming, car wrecking, panel beating or such engineering activity that may increase noise levels above what might be expected in rural settings.
- 2.0 Limitation on building.
 - 2.1 Not to erect any building on the Lot other than one single storey residential dwelling and garaging or other accessory buildings and structures as would normally be pertinent to a residential dwelling .
 - 2.2 Not to construct or place any pre-used, second-hand and/or relocated building on the Lot except a builders shed during the construction of any dwelling being erected on the Lot.
 - 2.3 Not to erect or allow to be erected on any Burdened Lot any new dwelling house for a contract price or building permit value of less than \$300,000.00 PROVIDED THAT the value of \$300,000.00 shall be increased or decreased in accordance with C.P.I. (all groups index) the value being calculated by multiplying \$300,000.00 by the index numbers as at the date of completion of the building and dividing the total thereof by the index number as at the date of this transfer.
- 3.0 View Protection
 - 3.1 Not to build or erect any structure or allow any trees, shrubs or other plantings to unduly interfere with views from adjoining Lots.

Annexure Schedule (continued)

Continue in additional Annexure Schedule, if required

4.0 Procedures in Respect of Breach of Covenants

4.1 The Grantor covenants that in the event the Grantor without prejudice to any other liability the Grantor may have to the Grantee or any person having the benefit of the covenants and restrictions breaches any covenants contained herein then the Grantor shall upon written demand being made by the Grantee, the Grantee's solicitor or the majority of owners of the properties taking the benefits of these covenants and restrictions:

4.1.1 Pay to the Grantee or the person who has made demand acting as the representative of the majority of owners of the properties the sum of \$200.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made.

4.1.2 Take all steps as are required to ensure that the non-compliance with these covenants specified in the notice ceases immediately.

4.1.3 With the intent that the liquidation damages referred to in 4.1.1 above are applied in the following manner in the priority shown:

(a) The legal costs; and

(b) The costs of repairing damage or implementing compliance; and

(c) Equal distribution to the remaining Lot owners as damages for stress, pain and suffering.

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