

# View Instrument Details



**Instrument No** 8937233.7  
**Status** Registered  
**Date & Time Lodged** 13 December 2011 09:43  
**Lodged By** Penketh, Kim  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

558537	Nelson
558538	Nelson
558539	Nelson

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**Annexure Schedule:** Contains 6 Pages.

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## 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 376189.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 379812.2 has consented to this transaction and I hold that consent

## Signature

Signed by Jeremy Charles Barton as Grantor Representative on 04/04/2012 02:47 PM

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## 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 Jeremy Charles Barton as Grantee Representative on 04/04/2012 02:47 PM

\*\*\* End of Report \*\*\*

**Easement instrument to create land covenant**

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

**Grantor**

SOLITAIRE INVESTMENTS LIMITED

**Grantee**

SOLITAIRE INVESTMENTS LIMITED

**Creation of Covenant**

The Grantor being the registered proprietor of the servient tenement set out in Schedule A creates the covenants set out in Schedule B, 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 (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants as set out In Annexure Schedules hereto	DP 444563	Lot 5	Lot 8 and Lot 11

**Continuation of Schedule A**

**Covenant provisions**

To the intent that the covenants herein shall run with the servient tenements referred to in Schedule A hereof forever for the benefit of the dominant tenement referred to in the said Schedule A hereof.

**Interpretation**

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

“**Lot(s)**” in relation to this instrument means a Lot(s) on DP 444563

“**Registered Proprietor**” includes any Registered Proprietor of a Lot and any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint Registered Proprietors of one Lot shall be deemed to be one Registered Proprietor.

“**Subdivision**” means the subdivision comprised in DP 444563.

“**Grantee**” in relation to this instrument means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

“**Grantor**” in relation to this instrument means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

The disputes provisions set out in clause 14 of Schedule 4 of the Land Transfer Regulations 2002 shall also be applicable to the covenants created by this instrument.

SOLITAIRE INVESTMENTS LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the Servient Lots and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified SOLITAIRE INVESTMENTS LIMITED from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the Lots which have been transferred by it to another registered proprietor.

In the event that the Grantee or any subsequent servient lot owner is in breach of any of these covenants they shall on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression “Enforcer” in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

The Enforcer’s costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

The provisions applying to the specified covenants are those set out in Annexure Schedule B.

**ANNEXURE SCHEDULE B**

**1. Design Controls, General Standards and Prohibitions**

A Registered Proprietor shall not erect or permit to be erected on any Lot(s):

- 1.1 Any more than one dwelling house plus ancillary buildings per Lot.
- 1.2 Any dwelling, building or other structure with an exterior cladding other than of a type and standard complimentary to other dwellings in the Kingfisher Heights and Montebello subdivisions.
- 1.3 Any dwelling, building or other structure with a roof cladding that has not been pre-coated.
- 1.4 Any dwelling other than a new residential home.
- 1.5 Any building or structure incorporating an under-structure that is not fully enclosed.

**2. Specific Design/Controls**

- 2.1 The minimum enclosed floor area of each dwelling shall be 180 square metres (including garaging). Each dwelling shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
- 2.2 Construction of any dwelling or ancillary building shall be completed within 12 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months.
- 2.3 No registered proprietor shall move soil or other material off any Lot onto an adjoining Lot without the written consent of the owner of the relevant adjoining Lot.
- 2.4 The use of any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of any dwelling is prohibited.

**3. General Standards**

A Registered Proprietor of any Lot shall:

- 3.1 Take access to the Lot within 5 metres of the common boundary peg for the Ngawhatu Road /Nelson City Council Walkway and such accessway is to be formed no wider than the Nelson City council requirements of formation. Each Lot owner shall keep the access points well formed, maintained and within keeping with the amenity of the area.
- 3.2 Not subdivide the land to create any more than a total of Thirteen (13) Lots. Access to 3 of such Lots is limited to the access point referred to in clause 3.1 above and is restricted as to use 3 Lots in total. Access to any further Lots created shall be taken from the boundary of Montello Avenue, close to the Sunningdale Avenue intersection.
- 3.3 Not bring onto or allow to remain on any Lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the Lot and from neighbouring Lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property).
- 3.4 Not allow any animal (including dogs and other domestic pets) to be kept in or about any Lot and buildings thereon, which is likely to cause undue nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. Livestock grazing is permitted.
- 3.5 Not allow any rubbish or waste materials to accumulate on any Lot(s) or allow any Lot(s) to become untidy or unsightly.
- 3.6 Not use any caravan, tent, campervan or other similar facility or temporary building or structure for, temporary or permanent rental accommodation or work for rent arrangement, on any Lot.
- 3.7 Not allow any Lot(s) or buildings thereon to deteriorate in any way which detrimentally affects the amenity of the subdivision (including permitting noise to escape which is likely to cause offence to any other occupiers of any Lot(s)).

**4. Control of Unwanted Noxious Weeds**

The registered proprietor shall control the spread of all noxious and unwanted weeds, including gorse, and eliminate them from the property over time.

**5. Modification**

Whilst Solitaire Investments Limited remains registered proprietor of any Lot(s) it reserves the right to itself (with the intent that this right does not inure to its successors in title) to waive or modify any of the above covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision of its property.

**ANNEXURE SCHEDULE - CONSENT FORM**

Land Transfer Act 1952 section 238(2)

Person giving consent <i>Surname must be underlined</i> <b>BANK OF NEW ZEALAND</b>	Capacity and Interest of Person giving consent <i>(eg. Mortgage under Mortgage no.)</i> <b>Mortgagee under Mortgage No.                  379812.2</b>
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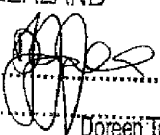
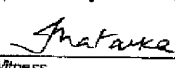
**Consent**

[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the Person giving consent hereby consents to:

Registration of the within written easement

Dated this 21st day of October 20 11

<b>Attestation</b>	
Signed for and on behalf of <b>BANK OF NEW ZEALAND</b> by its Attorney   ..... ..... Doreen Tolbafaa	Signed in my presence by the Person giving consent   _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name                      ELIZABETH SUKABULA MATAIKA Occupation                         BANK OFFICER Address                                BANK OF NEW ZEALAND WELLINGTON
Signature [Common seal] of Person giving consent	

SIGNED for and on behalf of  
 BANK OF NEW ZEALAND  
 by its Attorney



**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

1. Doreen Toleafoa, Quality Assurance Officer of Wellington, New Zealand certify:
1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

21 OCTOBER 2011

A handwritten signature in black ink, appearing to be 'Doreen Toleafoa', written over a horizontal line.

[Full name]

# View Instrument Details



**Instrument No** 11424888.7  
**Status** Registered  
**Date & Time Lodged** 30 April 2019 14:45  
**Lodged By** Clark, Belinda Kay  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
864135	Nelson
864136	Nelson
864137	Nelson
864138	Nelson
864139	Nelson
864140	Nelson
864141	Nelson
864142	Nelson
864143	Nelson
864144	Nelson
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864156	Nelson
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864158	Nelson
864159	Nelson
864160	Nelson
864161	Nelson
864162	Nelson
864163	Nelson
864164	Nelson
864165	Nelson
864166	Nelson
864167	Nelson

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**Annexure Schedule:** Contains 8 Pages.

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## 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



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**Covenantor Certifications**

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 Anthony Gilbert Stallard as Covenantor Representative on 01/05/2019 08:57 AM

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**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 Anthony Gilbert Stallard as Covenantee Representative on 01/05/2019 08:57 AM

**\*\*\* End of Report \*\*\***

Form 26

**Covenant Instrument to note land covenant**

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

**Covenantor**

Solitaire Investments Limited

**Covantee**

Solitaire Investments Limited

**Grant of Covenant**

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covantee (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**

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
	DP 520337		
Land Covenants as set out in Annexure Schedule 1		Lots 34 – 52 DP 520337 inclusive	Lots 34 – 52 DP 520337 Inclusive
		Lots 54 to 66 DP 520337 inclusive	Lots 54 to 66 DP 520337 Inclusive  Lot 200 DP 520337

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

**Annexure Schedule 1**

**SCHEDULE B**

**1. Covenant provisions**

- 1.1 To the intent that the covenants herein shall run with the Burdened Lands referred to in Schedule A in perpetuity from the date of registration for the benefit of the Benefited Lands referred to in the said Schedule A hereof.

**2. Interpretation**

- 2.1 In this covenant instrument, words denoting the singular will also include the plural.
- 2.2 The Covenantor and the Covenantee includes the successors and permitted assignees of the Covenantor and the Covenantee.
- 2.3 Within this covenant instrument, and unless the context specifies or requires otherwise, the following words and phrases have the following meanings:  
“**Lot(s)**” in relation to this instrument means a Lot(s) on DP 520337.  
“**Subdivision**” means the subdivision comprised in DP 520337.  
“**Design Panel**” means those persons as from time to time are notified by Solitaire Investments Limited as being charged with the purpose of approving design or landscape approval as required under these covenants.  
“**Quail Rise Subdivision**” means the subdivision comprised in DP 520337 and subsequent stages included in further Deposited Plans.  
“**Covenantee**” in relation to this instrument means the owner of the Benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantee.  
“**Covenantor**” in relation to this instrument means the owner of the Burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantor.

**3. Covenant**

- 3.1 SOLITAIRE INVESTMENTS LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the owner of the Burdened Lands and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the owner for the time being of the Burdened and Benefited Lands shall indemnify and keep indemnified SOLITAIRE INVESTMENTS LIMITED from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the Burdened Lands which have been transferred by it to another owner.
- 3.2 If any dispute or difference arises between Burdened and Benefited Land owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst SOLITAIRE INVESTMENTS LIMITED is the owner of any Benefited Land then the same shall be referred to SOLITAIRE INVESTMENTS LIMITED for resolution whose decision shall be final.
- 3.3 In the event that the Covenantor or any subsequent Burdened Land owner is in breach of any of these covenants they shall on request from the Covenantee or any subsequent Benefited Land

owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Covenantor or any subsequent Burdened land owner shall also pay to the Enforcer:

- a. The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Covenantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and
  - b. The costs, fees and charges of any other person entitled to enforce the remedies.
- 3.4 The provisions applying to the specified covenants are those set out in Schedule B.

### **SCHEDULE B**

#### **1. Design Controls**

The Covenantor will not erect or permit to be erected on the Lot:

- 1.1. Any more than one dwelling and one associated outbuilding;
- 1.2. Any dwelling with an internal ground floor area of less than 150 square metres excluding garaging under the same roof structure.
- 1.3. Any dwelling not constructed on site or not from an individual design or not being a pre-used or second hand or relocatable building;
- 1.4. Any outbuilding other than one of a style and quality similar to the dwelling erected on the Lot;
- 1.5. Any dwelling or outbuilding where the wall cladding is not of a majority/consistent quality. Consistent brick, linea board, stone or plaster (whether cement or coating over polystyrene block or sheathing) or combination of the above wall cladding shall not be in breach of this condition;
- 1.6. Any dwelling or outbuilding of corrugated iron whether unpainted or painted, provided that decramastic and coloursteel products or products of a similar construction, precoated in the manufacturing process shall not be in breach of this condition;
- 1.7. Any dwelling or outbuilding with exterior walls, window exterior joinery or a roof composed of partly or fully reflective or visually obtrusive material or have unpainted or exposed zinc coated products (other than solid zinc sheets) comprising all or part of the exterior cladding, roofing, guttering or downpipes;
- 1.8. Any dwelling or outbuilding with a roof pitch over 25 degrees above horizontal;
- 1.9. Any dwelling or outbuilding of an "A" frame style construction;
- 1.10. Any dwelling or outbuilding that incorporates an under structure that is not fully enclosed;
- 1.11. Any dwelling or outbuilding, mast or aerial exceeding the height restriction relevant to the Lot set out in Schedule C hereto.
- 1.12. Any dwelling or outbuilding with solar panels installed at an angle any greater than 3.5 degrees from the roof slope.

**2. Design Approval**

- 2.1 The Covenantor will not erect or permit to be erected on the Lot any building, structure or improvement without first obtaining the written approval of the Design Panel to the final building exterior footprint plans and specifications (and where appropriate in the same form as intended to be submitted to the territorial authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of driveways. Approval shall be entirely at the discretion of the Design Panel in all respects provided that should the Design Panel fail to approve or disapprove such plans and specifications within 25 working days of receipt of the same, then it shall be deemed to have approved the same. The Covenantor shall not apply for a building consent until such time as the Design Panel's approval, whether deemed or otherwise, has been obtained.
- 2.2 SOLITAIRE INVESTMENTS LIMITED shall be entitled to serve an injunction notice on the Covenantor to cease all work if the Covenantor shall commence any construction work without having first obtained the approval of the Design Panel in accordance with these covenants.
- 2.3 The obligation to obtain the approval of the Design Panel pursuant to this clause shall expire ten (10) years after the date of registration of this instrument.
- 2.4 The Covenantor will not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by the Design Panel, during the construction process without first having obtained the Design Panel's written approval.

**3 Construction**

- 3.1 The Covenantor shall maintain the Lot prior to and during the construction process to an acceptable standard in the opinion of the Design Panel and shall not allow the lot to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height Solitaire Investments Limited (or its nominated representative) reserves the right to have the Lot mowed and the Covenantor agrees to accept liability for the cost plus 50%.
- 3.2 The Covenantor will be responsible for the cost of repair for any damage to roadside landscaping, roads, footpaths, curbing, berms, concrete works or any other structure in the subdivision arising from the actions of the Covenantor, its invitees or licensees or their employees. The Covenantor shall reinstate or if necessary, replace entirely at their cost any such damaged items immediately the damage occurs.

**4 General Standards**

- 4.1 The Covenantor will not store or allow to be stored any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of Lot 100 on DP 520337 being road to vest. Short term parking by visitors and trades people will not be a breach of this covenant.
- 4.2 The Covenantor will not store or allow to be stored any caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is screened from the street frontage.

- 4.3 The Covenantor will ensure that any external air conditioning unit shall be screened from adjoining Lots and from the street.
- 4.4 The Covenantor will ensure that any aerial installed on the Lot shall not be visible from the street.
- 4.5 The Covenantor will ensure that any garden shed and clothesline are aesthetically sensitive to the dwellings within the Quail Rise Subdivision and are positioned to ensure that they are not visible from the street.
- 4.6 The Covenantor will ensure that any letterbox is aesthetically sensitive to the dwellings within the Quail Rise Subdivision.
- 4.7 The Covenantor will not allow any animals to be brought onto or kept on the lot other than up to two dogs and/or two cats. Any dog which is in whole or part resembles any of the following breeds of dog is not permitted: Brazilian Fila ; Dogo Argentino; American Pit Bull Terrier; Rottweiler; Doberman Pinscher; Japanese Tosa; Perro de Presa Canario. No pet shall be permitted which makes a noise in a manner or of such volume as to annoy or disturb others.
- 4.8 The Covenantor shall complete construction of any dwelling within 6 months after the formation of the foundations of that dwelling and complete site landscaping including lawns no later than 6 months after completion of the dwelling.
- 4.9 The Covenantor shall not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of the dwelling on the Lot.
- 4.10 The Covenantor shall not permit any temporary or modular buildings, placement of caravans, sleep-outs or motor homes or any other form of temporary accommodation on the Lot.
- 4.11 The Covenantor shall not display or permit on any Lot an advertisement hoarding or sign except for compulsory statutory signage, real estate sign pending sale and builder's construction or show home signage.
- 4.12 The Covenantor shall not allow buildings and landscape design features to be unmaintained or deteriorate to a level where the standard of presentation is either:
  - a. Inadequate taking into account fair wear and tear, the original condition at the time the residence was occupied and the condition of the neighbouring properties;
  - b. Less than that represented in the rest of the Quail Rise Subdivision.

## **5 Fencing**

- 5.1 The Covenantor shall not erect any fence within 5 metres of the street frontage boundary or any fence within the front yard of the Lot exceeding 1.2 metres in height.
- 5.2 The Covenantor shall not use any second-hand building materials for any fencing on the Lot.
- 5.3 The Covenantor shall not erect any fence using galvanised iron, polite or cement board panels in its construction.
- 5.4 The Covenantor will not call upon and acknowledges that Solitaire Investments Limited will not be liable to pay for or contribute towards the cost of any boundary fencing.

## **6 Landscaping/Planting**

- 6.1 The Covenantor will not carry out any landscape work on the Lot without first having a Landscape Design Plan, incorporating planting as approved by the Design Panel.
- 6.2 The Covenantor acknowledges that the plant layout must minimize excessive shading or hazard to neighbouring Lots from plantings. Where any variation to the approved Landscape Design Plan are made no replacement planting can be made where it will create excessive shade or hazard to any neighbouring Lot without prior approval from the Design Panel.
- 6.3 The Covenantor will not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 3.0 metres above ground within 2 metres of any Lot roadside boundary.
- 6.4 The Covenantor will ensure that the front yard of the Lot is fully landscaped within six (6) months from the date of occupation of the dwelling erected on the Lot.
- 6.5 The Covenantor shall keep maintained all plantings on the Lot including any street frontage plantings between the Lot frontage and street.
- 6.6 The Covenantor shall replace any plants that die, have serious disease problems or are in poor or unsightly condition within the Lot and between the Lot frontage and street.

#### **7 No Subdivision**

- 7.1 The Covenantor shall not subdivide any of the Burdened Land.
- 7.2 "Subdivide" shall have the meaning given to the expression "Subdivision of Land" in Section 218 of the Resource Management Act 1991.
- 7.3 Any boundary adjustment that does not create a separate building site or an additional record of title shall not be in breach of this condition.

#### **8 No Objection**

- 8.1 The Covenantor acknowledges that SOLITAIRE INVESTMENTS LIMITED has or may obtain in the future Resource Consent for subdivision of its remaining land adjacent to the subdivision. The Covenantor will not object to nor make or lodge, nor be party to, nor finance or contribute to the cost of any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict SOLITAIRE INVESTMENTS LIMITED completing the subdivision and development of its properties.

#### **9 Modification**

- 9.1 Whilst SOLITAIRE INVESTMENTS LIMITED remains owner 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 above covenants, but it will only do so, if in its opinion such action does not impinge on the integrity of the subdivision in its entirety.

**SCHEDULE C - HEIGHT RESTRICTIONS**

Lot Number	Height Restriction
34	5.7m
35	5.7m
36	No height restriction*
37	No height restriction*
38	No height restriction*
39	No height restriction*
40	No height restriction*
41	No height restriction*
42	5.7m
43	5.7m
44	5.7m
45	5.7m
46	5.7m
47	5.7m
48	5.7m
49	5.7m
50	5.7m
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54	5.7m
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57	5.7m
58	5.7m
59	5.7m
60	5.7m
61	5.7m
62	5.7m
63	5.7m
64	5.7m
65	5.7m
66	5.7m

\*other than Council requirements.



