

LAND COVENANTS

- (a) Not, without the written consent of Navigation Heights LP (“NHLP”), to:
- erect or permit to be erected any buildings other than new residential buildings and ancillary buildings; nor
 - permit or allow the removal onto the Lot of any pre-built transportable or re-locatable house.
- (b) Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.
- (c) Not to permit or suffer the erection of any temporary building or structure upon the Lot except as maybe used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- (d) Not at any time other than in relation to the erection of the dwelling and associated buildings to bring on to or allow to remain on the Lot or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened from view of the surrounding lots so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers shall be regularly located on the street or footpath.
- (e) Not to permit or suffer the use of the Lot other than for residential purposes unless NHLP has given its written consent for the particular Lot to be used for some other purpose (or purposes).
- (f) Not to:
- (i) Erect or permit to be erected any more than one single family dwelling house on the Lot; nor
 - (ii) subdivide the Lot further;
- without first obtaining the written consent of NHLP, which will have sole and complete discretion as to whether it grants consent under this clause (including the right to review and approve proposed plans and specifications relevant to the above matters).
- (g) Where:
- (i) a single dwelling house is erected on the Lot, the dwelling house must have a minimum internal floor area of 150m² (which includes the floor area of the enclosed garage); or
 - (ii) multiple house units are erected on the Lot, each house unit must have a minimum internal ground floor area of 120m² (which includes the floor area of the enclosed garage);
- provided that such floor areas may be reduced if the Covenantor obtains the written consent of NHLP which will have sole and complete discretion as to whether it grants consent under this clause (including the right to review and approve proposed plans and specifications relevant to the above matters).
- (h) Not to permit or allow the Lot to be occupied or used as a residence unless the building on the Lot has been substantially completed in accordance all of these covenants and the buildings meet the requirements of the appropriate local authority.
- (i) To keep and maintain the Lot (and any road frontage land adjacent to the Lot) in a neat and tidy condition and prevent it from becoming unsightly or overgrown.
- (j) Unless NHLP has otherwise provided its written consent, not to erect, or allow to stay in place, any fence:
- (i) constructed of corrugated or long run iron or post and wire or from used materials; nor

- (ii) which, if situated on or against a boundary which runs adjacent to a road or shared access-way ("Front Boundary"), exceeds the height of 1.5 metres above the natural ground level at the Front Boundary; but if the main living area of the house constructed on the Lot faces (or opens out to) the Front Boundary, then up to 50% of the length of the Front Boundary may have a fence height of up to (but not exceeding) 1.8 metres; nor
- (iii) which, if situated on or against a Front Boundary and exceeds the height of 1.2 metres, unless shrubs and plantings are planted and maintained (and spaced a regular distance of no less than 1.8 metres apart) on the road side of the fence; nor
- (iv) upon or above any retaining wall on a Front Boundary, unless the combined height of the retaining wall and the fence is less than 2.5 metres (as measured from the base of the retaining wall).

The above fencing requirements are subject to any Council requirements and specifications on fencing.

- (k) Not to seek contribution from the local Council or NHLP for construction or maintenance costs of any fence which lies against the boundary of any Council land or land owned by NHLP.
- (l) To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, curbs, concrete or other structures in the subdivision arising from the Covenantor's use of the land directly or indirectly through the Covenantor's agents or invitees.
- (m) Not to stockpile or store earth, sand, pumice or other materials on the land unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the Lot.
- (n) Not to display more than one advertisement, sign or hoarding of a commercial nature on any part of the Lot or building, and such advertisement, sign or hoarding must first be approved in writing by NHLP, and must comply with Local Authority requirements.
- (o) Not to bring on to raise, breed or keep any animals or livestock on the Lot or buildings other than a maximum of 3 animals limited to dogs and cats (or smaller domestic pets) unless prior written approval is given by NHLP. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision unsupervised.
- (p) Not to construct any clothesline or letter box except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, and to site any clothesline in such a way as to not be highly visible from the street and to site any letterbox adjacent to (but not in) the road or shared access frontage to the Lot. NHLP may determine (at its sole discretion) whether any design, location and siting of the above items is in breach of this clause.
- (q) Not to make any objection to any further residential development and subdivision undertaken or arranged by NHLP within vicinity of the Lot.
- (r) To maintain the quality and appearance of attachments to the building (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments to be discreetly integrated with the dwelling so they are not highly visible from the street, thoroughfare or adjacent properties.
- (s) If NHLP is no longer in existence, then any consent required from NHLP under these land covenants shall be deemed given where the item or activity complies with Local Authority requirements.
- (t) Where NHLP or NHLP' agent or any other party to these covenants expends money to make good any damage or loss caused by a breach of these covenants by the Covenantor (or the guests, servants, employees, agents, invitees, tenants or licensees of the Covenantor) NHLP or its agent shall be entitled to recover the amounts expended as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including the professional and legal costs calculated on a solicitor/client basis.

- (u) Should the Covenantor be in breach of any of these covenants, NHLP or any other party having the benefit of these covenants may give the Covenantor written notice requiring the breach of any covenant to be remedied within 7 days of receipt of the notice, and upon the expiry of 7 days the sum of \$50.00 per day shall be payable by the Covenantor until such time as the breach is remedied and NHLP or the other party serving the notice will in addition be entitled to recover all costs incurred including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.
- (v) The Covenantor will at all times save harmless and keep indemnified NHLP from all proceedings, costs, claims and demands in respect of any breaches by the Covenantor of any of the covenants and restrictions contained or implied herein.