

**INSTRUCTIONS**

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

**NOTES**

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

**H 984679 RC**

14 Jan, 2002 16:22:25 Midland



REG. \$ 75.00

LODGED BY

*McKinnon Penny*

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

*H 983176  
p. 1.*

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. *Letters x 2*
2. \_\_\_\_\_
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6. \_\_\_\_\_

Received Items

Nos.

*2*

Receiving Clerk

*R*

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED



- (l) Not to damage any tree originally planted by Highland on the frontages of the subject lots provided that, should there be any damage to any such tree or should such a tree become diseased or die, not to replace any such tree except with a tree of the same species and of advanced growth. Pruning such trees may only be performed with the prior written consent of the Council.
- (m) No birds or animals may be kept on subject lots except in accordance with Council's local laws. Birds and animals must be contained within the lot boundary of a subject lot.
- (n) The parking of commercial or heavy haulage vehicles forward of the building line is not permitted except during construction.
- (o) Unroadworthy or unlicensed vehicles shall not be parked forward of the building line.
- (p) No repairs to any vehicle, boat or caravan shall be carried out forward of the building line.
- (q) No structures shall be erected or constructed within the landscape buffer area as shown on the Landscape Master Plan.

**2.2 Application for discharge and/or modification**

The registered proprietor or occupier of a subject lot may apply under section 136J of the *Transfer of Land Act 1893* for discharge and or modification of any restrictive covenant.

**2.3 Term of covenants**

The restrictive covenants contained in this Deed shall expire on 31 December 2016.

**3 SECTION 136D OF THE ACT**

Pursuant to Section 136D of the Act, Highland requires a certificate of title which issues for each one of the subject lots to be encumbered by the restrictive covenants.

**4 SUBJECT LOTS TO BE BURDENED BY THE RESTRICTIVE COVENANTS**

Highland intends the burden of the restrictive covenants to:

- (a) run with the land described in each certificate of title which issues for each one of the subject lots; and
- (b) be enforceable by Highland and its successors in title being each and every subsequent registered proprietor of every other subject lot (and every other lot subdivided from the land) against the registered proprietor of a subject lot.

**5 LAND TO BE BENEFITTED BY THE RESTRICTIVE COVENANTS**

Highland intends the benefit of the restrictive covenants to be for each subject lot (other than the particular subject lot burdened) and every other lot subdivided from the land.

The Common Seal of  
 HIGHLAND BRIDGETOWN PTY LTD )  
 ACN 062 281 298 )  
 was affixed in the presence of: )



*Kerry Mavis Smith*  
 \_\_\_\_\_  
 Director

Kerry Mavis Smith  
 Name of Director in full

*Rowena Marcheta Bombara*  
 \_\_\_\_\_  
 Director

Rowena Marcheta Bombara  
 Name of Director in full

*Dated the 11<sup>th</sup> day of January 2002.*

- (c) words importing the singular include the plural (and vice versa) and words denoting individuals include corporations (and vice versa);
- (d) a reference to a clause is a reference to a clause of this Deed;
- (e) a reference to any legislation or written law or any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, local laws, schemes, regulations and other statutory instruments issued thereunder; and
- (f) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group.

## 2 RESTRICTIVE COVENANTS

### 2.1 Terms of restrictive covenants

To protect and enhance the recreational residential amenity of the subject lots Highland and its successors in title shall comply with the following in respect of each subject lot:

- (a) Not to construct more than one residential dwelling on a subject lot.
- (b) Occupation of a subject lot shall not occur except in a residence approved for occupation by the Council.
- (c) The natural ground level on any portion of any subject lot shall not be altered by more than 3 metres except for the installation of a belowground swimming pool.
- (d) Clotheslines, rubbish disposal containers, incinerators, rain water tanks etc shall not be permitted to be visible from any street, reserve or public open space.
- (e) Not to use any unpainted metal cladding on any portion of any structure except for:
  - (i) colourbond; or
  - (ii) uncoloured metal roof.
- (f) Fibre cement shall not be used as cladding except on the basis that it is painted, provided that it shall not be used for roofing or fencing under any circumstances.
- (g) Not to construct boundary fencing other than of post and wire rural standard construction, (as provided for in the Council's applicable town planning scheme).
 

Not to construct privacy fencing:

  - (i) of secondhand materials, metal, asbestos or fibre-cement;
  - (ii) forward of the building line that is higher than 1.0 metre;
  - (iii) behind the building line that is higher than 1.8 metres; and
  - (iv) for corner lots, on return frontages behind the building line that is higher than 1.5 metres.
- (h) The period of construction of a residence on any subject lot from commencement of construction to completion shall not be greater than 12 months.
- (i) No residence shall be constructed so that the finished habitable ground floor level of which is greater than 500mm above the average natural ground level of the subject lot.
- (j) No residence shall be constructed having an Internal Area of less than 120 square metres.
- (k) For residences with an Internal Area of:
  - (i) less than 200 square metres, not to construct a roof with pitch that is less than 25 degrees; or
  - (ii) 200 square metres or greater, not to construct a roof with pitch that is less than 20 degrees.

**BLANK INSTRUMENT FORM**

**DEED OF RESTRICTIVE COVENANT**

(Note 1)

This Deed is made this 1st day of January 2002 by Highland Bridgetown Pty Ltd ACN 062 281 298 of PO Box 799 Bridgetown WA 6255 ("Highland").

**BACKGROUND**

- (a) Highland is the registered proprietor of an estate in fee simple in lot 800 on Deposited Plan 25507 being the whole of the land in Certificate of Title Volume 2214 Folio 4 ("the land").
- (b) Highland intends to subdivide part of the land and has lodged with the Western Australian Planning Commission Deposited Plan of subdivision numbered 29069.
- (c) The Deposited Plans propose the creation of a number of lots and these lots are referred to in this Deed as the "subject lots".
- (d) It is the purpose of this Deed to constitute the instrument referred to in section 136D(3) of the *Transfer of Land Act 1983*.
- (e) Pursuant to section 136D of the *Transfer of Land Act 1893* Highland requires the subject lots to be encumbered by the restrictive covenants set out in clause 2.1 of this Deed so that the restrictive covenants will be noted on the Deposited Plans and the burden of the restrictive covenants will be noted as an encumbrance in each certificate of title for the subject lots.

**OPERATIVE PART**

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

In this Deed:

"Act" means the *Transfer of Land Act 1893*;

"Council" means the Local Government of the Shire of Bridgetown-Greenbushes;

"building line" refers to a distance of 12 metres from the front boundary and for corner lots, 4 metres from the side boundary also having street frontage;

"natural ground level" refers to the natural ground level as determined by the Council in accordance with the applicable town planning scheme;

"Landscape Master Plan" refers to the plan annexed to these covenants being the Stage 1 Landscape Master Plan as approved by the Shire of Bridgetown-Greenbushes;

"internal area" of a residence means the total area exclusive of carports, verandahs and other areas that are not totally enclosed, inclusive of the area occupied by the walls thereof; and

"restrictive covenant" means the restrictive covenants set out in clause 2.1.

**1.2 Interpretation**

In this Deed:

(a) headings are for convenience only and do not affect interpretation,

and unless the context indicated the contrary intention:

(b) a reference to a person includes a reference to the person's personal representatives, administrators, executors, successors and assigns, and a reference to a corporation includes a reference to the corporation's successors and assigns;

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WESTERN AUSTRALIA STAMP DUTY  
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FEE \$ \*\*\*\*\*20  
SD \$ \*\*\*\*\*20.00 PEN \*\*\*\*\*.00