

**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.

EXAMINED

OFFICE USE ONLY

**K435163 RC**  
05 Dec 2007 14:31:47 Perth



REG \$ 85.00

LODGED BY *WILLIAMS HANDCOCK*

ADDRESS  
**Dunsborough Settlements**  
**PO Box 856 Dunsborough WA 6281**

PHONE No. ~~(08) 9756 8500~~ Fax: ~~(08) 9756 8566~~

FAX No.

REFERENCE No.

ISSUING BOX No. *Box 205E*

PREPARED BY Peter May - Commercial Lawyer

ADDRESS P.O. Box 405  
BUSSELTON WA 6280  
(314-07)

PHONE No. 9752 4899 FAX No. 9754 4966

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

*3(6)*

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

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.



Busselton Court	BS1
SN/1/C17	\$20.00
47527/3051421	Total: \$20.00
	Amount Tendered: \$20.00
	Change: \$0.00
	08/11/2007 02:46

**BLANK INSTRUMENT FORM****RESTRICTIVE COVENANT**

(Note 1)

**RESTRICTIVE COVENANT****Pursuant to Section 136D of the Transfer of Land Act**

**THIS DEED** is made the 19<sup>th</sup> day of OCTOBER 2007.

**BY:** the person or persons whose particulars appear in Part I of the Schedule hereto ("the Covenantor").

**WHEREAS:**

- A. The Covenantor is the Proprietor of the Land described in Part II of the Schedule hereto (hereinafter called "the Land") which the Covenantor proposes to subdivide in accordance with the Plan defined in clause 4 hereof (hereinafter called "the Plan").
- B. The Covenantor wishes to ensure the Lots the subject of the Plan have the burden and benefit of the Restrictive Covenant set out hereafter.

**OPERATIVE PART****1. Section 136D – Registration**

The Covenantor pursuant to Section 136D of the Transfer of Land Act covenants and agrees the following Restrictive Covenants as set out in this Deed will be registered against the Certificate of Title for each of the Burdened Lots contained in the Plan.

**2. Benefit and Burden of Restrictive Covenants**

The Covenantor acknowledges and agrees:

- (a) the benefit of the covenants in this Deed will be attached to and for the benefit of each of the Lots on the Plan numbered and described in Part III of the Schedule hereto and being part of the Land ("the Benefiting Lots");
- (b) the burden of the covenants in this Deed will be attached to and burden each of the Lots on the Plan numbered and described in Part IV of the Schedule hereto and being part of the Land ("the Burdened Lots").

### 3. Restrictive Covenant

The Covenantor as the proprietor of the Land and of each of the Lots on the Plan with the intent the Restrictive Covenant shall burden the Burdened Lots and benefit the Benefiting Lots, covenants and agrees in the manner set out in Part V of the Schedule hereto.

### 4. Definitions

For the purpose of this Deed:

- (a) "Lot" means any Lot as described on the Plan;
- (b) "Plan" means Deposited Plan 54822;
- (c) "Land" means the Land described in the Schedule hereto;
- (d) "Restrictive Covenant" means the Restrictive Covenant contained in this deed;
- (e) "Encumbrances" means the encumbrances named in Part VI of the Schedule hereto.

### 5. Signing of documents

The Covenantor will sign all other documents and do any thing reasonably required to give effect to this Deed and in particular will sign any other document required to register the Restrictive Covenant contained in this Deed against the Certificate of Title for each Lot.

### 6. Encumbrances

Where the Land is encumbered with Encumbrances, the Covenantor shall obtain the consent of each Mortgagee named in Part VI of the Schedule.

### 7. Headings

The headings in this Deed are for information purposes only and do not form part of this Deed and shall not be taken into account in interpreting this Deed.

## THE SCHEDULE

### PART I

#### The Covenantor

Kevin Bernard Maschmedt and Maxwell John Keech both of Brockman Road Cowaramup  
Western Australia.

### PART II

#### The Land

Lot 4430 on Deposited Plan 171891 and being the whole of the land the subject of Certificate of Title  
Volume 1740 Folio 422.

### **PART III**

#### **The Benefiting Lots**

Lots 700 to 730 (inclusive) on the Plan.

### **PART IV**

#### **The Burdened Lots**

Lots 700 to 730 (inclusive) on the Plan.

### **PART V**

#### **The Restrictive Covenant**

The Covenantor shall not:

- 1.1 Carry out any development on the Lot that does not comply with The Enclave Building Guidelines below.
- 1.2 Submit building plans and specifications to the Shire of Augusta-Margaret River under its normal building approval procedures until the Covenantor has submitted two full sets of plans and specifications, showing the materials and colours proposed for all building elements to: The Enclave Project Manager, PO Box 699, Dunsborough WA 6281 and the Project Manager has endorsed the plans as complying with the Building Guidelines and an approved set of plans has been returned to the Covenantor.
- 1.3 Clear any trees or vegetation:
  - (a) external of the Lot boundaries; or
  - (b) within the Lot unless required for building purposes and except for the purposes of complying with the Bush Fires Act 1954 (as amended), except where such trees or vegetation are dead diseased or dangerous or required to be cleared for the construction of a dwelling or other ancillary improvement on the Lot;
- 1.4 Raise breed or keep more than 2 dogs on the Lot nor shall the Covenantor raise breed or keep a cat on the Lot.
- 1.5 Alter the natural ground level of the Lot without the written approval of the Shire of Augusta-Margaret River.
- 1.6 Place or erect or permit or suffer to be placed or erected any advertising or business signage on the Lot which is visible from the street or on any boundary fencing unless the sign is a real estate sign erected after the dwelling has been completed on the Lot advertising the Lot for sale.
- 1.7 Park any commercial vehicle, boat or caravan nor repair any motor vehicle, boat or machinery on any part of any Lot that is visible from the street frontage of that Lot.

- 1.8 (a) Fail to comply with all firebreak notices issued by the Shire of Augusta-Margaret River;
- (b) Fail to regularly inspect the roof and gutters of the dwelling on the Lot and remove therefrom leaves and other flammable materials; or
- (c) Store flammable materials within 10 metres of a dwelling on the Lot unless contained indoors within a shed thereon.

### **THE ENCLAVE BUILDING GUIDELINES**

The following Building Guidelines apply to all Burdened Lots within Parkwater Forest which is the subdivision the subject of the Plan:

- (1) *All single dwellings shall have an internal living floor area of no less than 180 square metres, (excluding the area of a garage, carport, patio or verandah).*
- (2) *Recycled second-hand relocated transportable or fibro-clad dwellings are not permitted.*
- (3) *A residence, or shed (greater than 10 square metres), must be wholly contained within the approved building setbacks, unless a variation is first approved by the Shire of Augusta-Margaret River and the owner of each adjoining lot.*
- (4) *All vehicle parking areas are to be screened from view from the street.*
- (5) *Any courtyard/patio area is to be screened from the adjoining lots with vegetation, brushwood, rendered brickwork stonework, timber, or a combination of these materials;*
- (6) *All water tanks and solar water systems are to be located so that they are not highly visible from the street.*
- (7) *Any dwelling home or ancillary buildings shall be constructed with external surfaces (other than glazed areas) constructed entirely in non-reflective materials comprising:*
  - (a) *natural timber (no more than 50% natural timber can be used in conjunction with other approved materials under Guidelines 7(c), 7(d), 7(e), 7(f) or 7(g) and the amount of the material used cannot exceed 50% of the total wall area excluding the glazed areas);*
  - (b) *cement render on compressed fibre cement sheet in earthen/autumn tones (no more than 75% cement render on compressed fibre cement sheet can be used in conjunction with other approved materials under Guidelines 7(c), 7(d), 7(e) or 7(f) and the amount of the material used cannot exceed 75% of the total wall area excluding the glazed areas);*
  - (c) *rammed earth;*
  - (d) *limestone;*
  - (e) *earth or limestone blocks;*
  - (f) *stone; and*
  - (g) *rendered brick coloured in earthen/autumn tones.*
- (8) *The roofing of any dwelling or ancillary building shall be constructed of clay or concrete tiles or steel in earth or autumn colours on all dwellings, garages and carports. The gutters are to be fitted with gutter guards to prevent build up of leaves and flammable materials. Zincalume or bright colours shall not be used on any roofing.*
- (9) *Any shed or outbuilding shall not be greater than 50 square metres in size except on lots greater than 2000 square metres where outbuildings shall not be greater than 100 square metres.*
- (10) *A driveway and crossover are to be completed at the same time as construction of the dwelling and before occupation of the dwelling and shall have a maximum width of 6 metres and shall be*

*constructed of brick or block paving, red bitumen or rolled gravel.*

*(11) All buildings or other improvements on the Lot shall comply with the R Codes or other building setbacks established by the Shire of Augusta-Margaret River.*

*(12) An Owner shall not erect or cause to be erected upon any Lot:*

- (a) any solid fence greater than 900mm high forward of the building line;*
- (b) any fibro cement or metal fence;*
- (c) where any existing fence is erected, any fence other than by way of maintenance repair or replacement of that existing fence with another of the same design, construction and appearance;*
- (d) any boundary fencing or courtyard walls other than timber lap, rammed earth, stone, block limestone, rendered brick or 2 rail post and rail fencing of the sort used throughout the estate with or without mesh infills;*

*nor shall the Owner occupy or permit or allow to be occupied a dwelling on a Lot before the installation of all fencing for the Lot.*

*(13) The lot Owner shall not erect or permit to be erected any clothes line, compost tumbler or rubbish storage receptacle unscreened from the street and Public Open Space or forward of the front building setback line.*

*(14) The lot Owner shall not erect or cause to be erected any roof mounted air conditioning unit or solar hot water panels:*

- (a) which are not of a similar colour to the roof; or*
- (b) which are not integrated with and match the roof profile and pitch of the dwelling.*

*(15) Each lot Owner shall make him/her self conversant with those provisions of the Shire of Augusta-Margaret River's Town Planning Scheme which relate to the use and management of the land.*

*(16) Each lot Owner shall comply with the Residential R Code applicable to the Lot and additionally no building shall be constructed:*

- (a) within 14 metres of the rear (western) boundary of Lots 700 and 701 measured perpendicularly from that rear boundary,*
- (b) within 22 metres of the rear (western) boundary of Lots 702 and 703 measured perpendicularly from that rear boundary.*

## **PART VI**

### **Encumbrances**

Nil

SIGNED by the said )  
Kevin Bernard Maschmedt )  
in the presence of : )

*[Handwritten Signature]*

<sup>ANN</sup>  
Ed. Maschmedt

Witness

Elizabeth Maschmedt

Name of Witness (print)

14 Chipping Rd. City Beach

Address of Witness (print)

Registered ~~Real~~ Nurse

Occupation of Witness (print)

SIGNED by the said )  
Maxwell John Keech )  
in the presence of : )

*[Handwritten Signature]*

<sup>ANN</sup>  
Ed. Maschmedt

Witness

Elizabeth Maschmedt

Name of Witness (print)

14 Chipping Rd. City Beach

Address of Witness (print)

Registered Nurse

Occupation of Witness (print)

Sign this  
PAGE  
ONLY