

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANTS**

(Note 1)

MILLBRIDGE PRIVATE ESTATE – MCRAE LANE DP423808
Deed of Restrictive Covenant
(pursuant to Section 136D of the Transfer of Land Act)

Parties: **ARDROSS ESTATES (SA) PTY LIMITED** (A.C.N. 007 674 080) of 45 Ventnor Avenue, West Perth, Western Australia (“**Ardross Estates**”)

Recitals:

- A. Ardross Estates is the registered proprietor of the Estate.
- B. Ardross Estates is subdividing the Estate and proposes to register plans of subdivision in respect of the Estate to effect the creation and registration of new titles the subject of the Subdivision Plan.
- C. Ardross Estates has procured the preparation of the Subdivision Plan in respect of part of the Estate.
- D. Ardross Estates wishes to register restrictive covenants in respect of the Lots pursuant to Section 136D of the Transfer of Land Act so that those covenants will burden and benefit the Lots.

Operative Provisions:**1. Definitions**

1.1 The following words have the meanings in this deed unless the contrary intention appears:

Construct means construct or erect or commence or cause or allow to be constructed or erected and where the context permits includes paint, render or otherwise finish or cause or allow to be painted, rendered or otherwise finished.

Design Guidelines means the MillBridge Private Estate Building Design Guidelines – McRae Lane (Lots 1 to 13 inclusive).

Estate means all the land described in Item 1 of the Schedule.

Local Development Plan means the Local Development Plan – McRae Lane, Millbridge, as approved by the Shire of Dardanup.

Lots means Lots 1 to 13 (inclusive) shown on and created upon the registration of the Subdivision Plan and **Lot** has a corresponding meaning.

R-Codes means the Residential Design Codes of Western Australia.

Shire means the Shire of Dardanup.

Subdivision Plan means the plan of subdivision of the Estate into residential lots lodged for registration at the Western Australian Land Information Authority (Landgate) and having Deposited Plan number 423808 or any substitute number, and includes any plan or diagram lodged which amends or is in substitution for that plan.

1.2 A reference to a boundary or the area of a Lot is a reference to the boundary or the area of that Lot as shown on the Subdivision Plan.

2. Restrictive Covenants

- 2.1 Ardross Estates, pursuant to Section 136D of the Transfer of Land Act, creates the covenants set out in clause 2.2 in respect of the Lots and agrees that the covenants will be registered against the Certificates of Title in respect of each Lot.
- 2.2 The registered proprietor (which expression includes the transferees, assigns and successors of the registered proprietor) covenants it will in the case of all Lots:
- (1) NOT use or permit the Lot to be used other than for the construction and occupation of a permanent non-transportable private single-dwelling residence (**Residence**).
 - (2) NOT breach or permit a breach of the Local Development Plan or Design Guidelines, a copies of which have been supplied to the registered proprietor and which any successive registered proprietors acknowledge having received (provided that, if there is any inconsistency between the Design Guidelines and the terms of this document, this document shall prevail).
 - (3) NOT construct or permit to be constructed on the Lot any Residence or improvement or alteration or addition unless:
 - (a) all external walls other than glazing or windows or minor features are constructed of double brick, brick veneer, reverse brick veneer, rammed earth, rammed limestone, stonework or painted rendered or colour-rendered masonry, or other materials approved in writing by Ardross Estates either generally or specifically;
 - (b) at least one pronounced architectural design feature is used in the primary elevation;
 - (c) at least two different approved building materials and / or two contrasting painted rendered walls are used in the primary elevation;
 - (d) in the case of Lots 6 and 13 (being corner lots), the feature materials used in the primary elevation continue onto the secondary street elevation for a minimum of 1.5m, or to the return;
 - (e) the internal living floor area of the Residence, measured over the external walls (assuming a 230mm external wall thickness), but excluding the area of any porches, garages, carports, eaves, verandah, pergolas, storerooms, outbuildings, or unenclosed areas, is not less than 120 square metres;
 - (f) the setbacks comply with the Local Development Plan;
 - (g) all roofs are covered with pre-finished corrugated metal sheeting (excluding Zinalume), clay or coloured-concrete roof tiles;
 - (h) all roofs of a pitched type are not less than 24° for the dominant portion of the roof, or other angle approved in writing by Ardross Estates either generally or specifically;
 - (i) a fully enclosed garage capable of accommodating two or more motor vehicles, side by side, fitted with a non-transparent sectional or roller door facing McRae Lane, located in accordance with the Local Development Plan;
 - (j) there is at least one driveway and one crossover constructed to the Shire's specifications completed prior to or not later than the date prior to occupation of the Residence
 - (4) NOT construct any fences or walls:
 - (a) on Lots 7 to 13, forward of the primary street setback, unless in accordance with the R-Codes and constructed from charcoal-coloured, decorative tubular metal;
 - (b) on Lots 1 to 6, along a boundary abutting the public reserve, unless it is constructed from charcoal-coloured, decorative tubular metal;
 - (c) along a common boundary with any other Lot or secondary street boundary other than using a proprietary brand capped metal fencing system in a colour that is Dulux Colorbond® Harvest® colour, or equivalent; and
 - (d) in cases where the fence along a common boundary with any other Lot or secondary street boundary terminates with a decorative tubular metal fence, unless it the fence tapers down over the final two metres to a height of 1200mm.
 - (5) NOT construct any gates in fences:
 - (a) facing McRae Lane, unless the gates are in a style and colour that complement the residence; and

- (b) facing Clayton View, unless the gates are constructed from charcoal-coloured, decorative tubular metal to match the fence;
- (6) NOT take or permit any action to be taken to remove, alter, mark or deface a retaining wall or fence constructed by Ardross Estates on or about any of the boundaries of the Lot and not permit such wall or fence to become damaged or unsafe nor permit any roots or any tree, plant or any building or other thing on the Lot to cause such wall or fence to become structurally unsound, or repair or renew such walls and fences except in the same style and colour as the existing walls and fences.
- (7) NOT permit or allow the finished level of the Lot to be raised or lowered by more than 0.5m, unless for installation of soakwells, a swimming pool, footings, or a cellar/basement contained wholly under the main Residence.
- (8) NOT park or allow to be parked on each Lot, any caravans, trailers, boats, machinery whether mobile or fixed and any commercial motor vehicles including trucks and utilities or any other trailerable vehicle, unless all of such vehicles and machinery are stored or contained wholly within the boundaries of each Lot and stored behind substantial non-transparent fences and/or gates.
- (9) NOT use each Lot for the stockpiling of building materials and or keep rubbish, trash, garbage, or other waste, unless such materials are stored or contained in an appropriate permanent or temporary container specially constructed for that purpose and placed in appropriate areas wholly within each Lot and are not visible from any other Lot or any Road Reserve, except immediately prior to garbage collection.
- (10) NOT permit or allow all garden areas of the Lot within public view not to be landscaped within six (6) months of practical completion of the Residence.

The above restrictive covenants shall expire and cease to have effect from and including 17 April 2032

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

3.1 Ardross Estates intends that the burden of the restrictive covenant is to:

- (1) run with the Lots for the benefit of each and every other registered proprietor of the Lots and each and every other registered proprietor of Lot 2051 on Deposited Plan 66489 Volume 2757 Folio 955 (**Lot 2051**); and
- (2) be enforceable against the registered proprietor of each of the Lots by Ardross Estates and every subsequent registered proprietor of each and every Lot.

3.2 During the period that Ardross Estates is the registered proprietor of any of the Lots, Ardross Estates accepts no responsibility, at law or at equity, for enforcement of the restrictive covenants.

3.3 Ardross Estates is not personally liable in respect of each Lot after Ardross Estates no longer has any registered interest in that Lot.

4. **Consents under Section 136E of the Transfer of Land Act**

Ardross Estates will obtain any consents required under Section 136E of the Transfer of Land Act to the creation of this deed and the creation of the restrictive covenants over the Lots pursuant to Section 136D of the Transfer of Land Act.

5. **Severance**

If any covenant in this deed or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining covenants of this deed will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.

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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 full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



OFFICE USE ONLY

(INSERT NAME OF DOCUMENT)

LODGED BY Ardross Estates (SA) Pty Limited
 ADDRESS PO Box 353
 WEST PERTH WA
 6872

PHONE No. 08 6118 4595

REFERENCE No. MB Rest Cov McRae DP423808

ISSUING BOX No. BOX 888

PREPARED BY: As above

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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|--------------------|-----------------|
| 1. <u>2757/955</u> | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | Receiving Clerk |
| 6. _____ | |

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