

## Annexure Schedule

Insert below:-

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Continuation of "Estate or Interest or Easement to be created"

### WHEREAS

1. The Transferor when registered as proprietor of the land formerly contained in Certificate of Title 112A/389 subdivided part of the land therein into Lots pursuant to a rural/residential scheme of subdivision in the manner shown and defined on Deposited Plan 195263 ("the Subdivision").
2. It is the Transferor's intention to create by way of land covenants certain restrictions and stipulations over certain titles contained in the Subdivision in favour of other titles contained in the Subdivision such that the owners of the titles having the benefit of the land covenants shall be able to enforce the observance of the stipulations and restrictions against the owners of the titles expressed to be subject to the land covenants.

### NOW THEREFORE

#### 1.0 Preservation of View Covenants

- 1.1 As incidental to the transfer of the certificates of title in Column B of Schedule I ("the Schedule I Servient Titles") the Transferee so as to bind each such title for the benefit of the certificate of title which appears in the same row of Column A of Schedule I ("the Schedule I Dominant Titles") does hereby covenant and agree so as to bind itself and its successors in title:-

Not to plant construct or erect or permit to be planted constructed or erected on the land in any of the Schedule I Servient Titles any tree, shrub or plant, or building or structure, or any combination of these which obstructs more than 20% of the view

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over the land in the Schedule I Servient Titles along a horizontal sight plane taken from ground level at the highest point of the ridge on the Schedule I Dominant Title, which ridge runs east-west across the land in the Schedule I Dominant Title approximately 40 metres south of the northern (roadway) boundary.

- 1.2 As incidental to the transfer of the certificates of title in Column B of Schedule II (the Schedule II Servient Titles) the Transferee so as to bind each such title for the benefit of the certificates of title which appear in Column A of Schedule II does hereby covenant and agree so as to bind itself and its successors in title:-

Not to grow or permit to be grown any tree plant or shrub on any part of the land in any of the Schedule II Servient Titles to a height which exceeds by any more than 6 metres the highest point of the ridge on the respective Schedule II Servient Title, which ridge runs east-west across the land in the Schedule II Servient Title approximately 40 metres south of the northern (roadway) boundary.

- 1.3 As incidental to the transfer of the certificates of title in column B of Schedule III (the Schedule III Servient Titles) the Transferee so as to bind each such title for the benefit of the certificate of title which appears in the same row of column A of Schedule III (the Schedule III Dominant Titles) does hereby covenant and agree so as to bind itself and its successors in title:-

Not to plant or permit to be planted or grow or permit to be grown within 2 metres of and along more than 20% of the boundary which is common to the Schedule III Servient Title and the Schedule III Dominant Title any tree plant or shrub which, when fully grown, exceeds by more than 2 metres the height of the ridge-line at the point of the said common boundary such ridge-line running east-west across the land in the Schedule III Servient Title and Dominant Title approximately 40 metres south of the northern (roadway) boundary.

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*R Owen*

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### 2.0 Building Covenants

2.1 As incidental to the transfer of each of the certificates of title herein the Transferee so as to bind each title individually for the joint and several benefit of all the other titles transferred herein does hereby covenant and agree so as to bind itself and its successors in title:-

- 2.1.1 (i) Only to erect a new dwelling on the land or else meet the terms of clause 2.1.3;
- (ii) When constructing a new dwelling only to use high quality building materials with the roof having a pre-painted finish or constructed from permanent materials;
- (iii) To fully enclose and cover in the dwelling within 18 months of the laying of the foundations for the dwelling;
- (iv) Not to occupy or use as a residence the dwelling until it has been substantially completed.
- 2.1.2 The Transferee shall not erect or place or permit to be erected or placed upon the land any caravan, hut, tent or shed to be used as a dwelling except such as may be used in conjunction with the construction of a permanent dwelling and which will be removed from the land upon completion of the construction work for the permanent dwelling.
- 2.1.3 The Transferee shall not erect or place nor permit to be erected or placed upon the land any secondhand building of any kind whether a dwelling house,

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garage, flat, carport or any other structure unless the prior written consent of the Transferor has been given. The Transferor shall have complete discretion in granting or declining approval and its primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained.

- 2.1.4 The Transferee shall not permit to be brought on to or remain on the land any materials, debris, rubbish, trade vehicles, trade equipment or trade signs other than may be reasonably necessary during the time building is in progress on the land.

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