

**Form 26**

**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

Raymond Barry Johnson and Verety Jane Johnson

**Covenantee**

Raymond Barry Johnson and Verety Jane Johnson

**Grant of Covenant**

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 553874	Lot 1 DP 533874 RT 962022	Lot 2 DP 553874 RT 962023

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Covenant rights and powers (including terms, covenants and conditions)**

The provisions applying to the specified covenants are those set out in:

Annexure Schedule B.

## Schedule B – Restrictive Covenant

The registered owners for the time being of the lot described in Schedule A as the burdened Lot (hereinafter referred to as the said Lot 1) hereto will not:

1. Erect or permit to be erected upon the said lot:-
  - i) any more than one dwelling and associated outbuildings;
  - ii) A dwelling, building or other structure with a roof cladding of corrugated iron, whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products, or products of similar construction painted or coated in the manufacturing process shall not be in breach of this restriction;
  - iii) Any dwelling, building or structure of an "A" frame style or construction;
  - iv) Any dwelling, building or structure using pole foundations where the poles are not enclosed;
  - v) Any dwelling, building or structure where the basement is not enclosed;
  - vi) Any pre-used dwelling, building or structure or any dwelling, building substantially constructed or clad in used materials;
  - vii) Any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling erected on the lot.
  - viii) Any dwelling, the height of which at any point exceeds six metres above natural ground level.
  
2. The Covenantors will not be liable because of any action they take or fail to take or for any default in any dwelling, building, fence or other structure erected on any of the lots or at all as a result of these covenants or otherwise and the registered owners for the time being of the benefitted and burdened tenements shall indemnify and keep indemnified the said Covenantors and their legal successors (other than successors in title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer in respect of the lots on the Plan which have been transferred by the Covenantors to another registered owner.

