COVENANTS

The owners of all the Lots shown on the Plan each covenant with the Vendor Highland Waters Pty Ltd and Lot 42 Pty Ltd and the owners for the time being of every other Lot shown on the Plan to the intent that the burden of those covenants may run with and bind the Covenantor's Lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other Lot shown on the said Plan to observe the following stipulations.

(1). a. NOT to erect or permit to be erected on the said Lot any structure other than one dwelling house of which no part of the said structure shall exceed eight (8) metres above natural ground level.

IN the context of this covenant a dwelling house may include provision for a garage, firewood storage, roofed barbecues, boat shed, general storage, granny flats or any other permitted usage so long as the various usages are incorporated into the structural design of the dwelling house to give the appearance of an architecturally harmonious single structure.

(2). b. NOT to erect or permit to be erected on Lot 27 any dwelling south of the "Right of Footway (Private) 15.00 wide" on the Plan.

c. NOT to erect on Lots 23 to 34 inclusive any structure of any nature whatsoever within thirty (30) metres of the lakeside boundary of the said Lots.

d. NOT to erect any structure within ten (10) metres of Lot 100 (Road).

e. NOT to erect any structure within five (5) metres of any boundary of any Lot.

f. NOT to lodge plans with the Central Highlands Council of the dwelling house or any subsequent addition to the dwelling house proposed to be erected on the said Lot until plans including site plan and prospective drawings of the dwelling house or any addition thereto have been approved by the registered proprietor of Lot 1.

g. NOT without the consent in writing of the registered proprietor of Lot 1 on the Plan or its successors in title or assigns first have obtained

(a). to use materials other than stone, logs, cedar boards, glass or any combination thereof for the construction of the external walls of the dwelling house above foundation level.

(b). to use external wall materials in colours other than natural stone, natural cedar and natural logs.

(c). to use any material other than local stone for the external and visible cladding of all chimneys.

(d). to erect roof structures with a pitch of less than twenty (20) degrees.

(e). to use roofing materials including spouting downpipes and water tanks which are not coloured or painted grey, dull or dark green or brown.

(f). to use reflective materials other than glass in the construction of the dwelling house.

(g). to erect external unroofed barbeques away from the dwelling house which are not externally clad with local stone.

(h). to pave any area of the Lot otherwise than with natural local stone.

2. NOT without the consent in writing of the registered proprietor of Lot 1 on the Plan or its successors in title or assigns first had and obtained:

a. to park or permit to be parked any caravans or mobile homes on the said Lot.

b. to pitch or permit to be pitched a tent or tents or any like shelter on the said Lot.

c. to erect any fence on the said Lot.

d. to subdivide the said Lot.

e. to cut down trees on the said Lot.

f. to plant trees other than Australian native trees on the said Lot.

g. to carry on the whole or any part of any Lot any process of any business subject to the exception that the whole of any dwelling erected on a Lot may be let to one Tenant for use as a private dwelling house.

3. NOT to erect or permit to be erected any advertising boarding on such Lot or otherwise exhibit or permit to be exhibited upon the property any advertisement or notice provided that the exhibition of any notice that the Lot is for sale or any notice required by law to be exhibited shall not be deemed to be a breach of this stipulation.

4. NOT to reticulate electric power on any Lot on the Plan from the HEC supply otherwise than by underground cable in accordance with the requirements of the Hydro Electric Commission.

5. THE owner of each of the Lots 23 to 34 (inclusive) covenants with each of the other owners on the Plan not to construct waste water absorption drains within eighty metres of the high water mark of Lake Highland Waters.

6. NOT without the consent in writing of the Registered Proprietor of Lot 1 on the Plan or its successors in title or assigns first have obtained to discharge a firearm of any kind on any part of the land comprised and described in the Lots on the Plan.

7. NOT without the consent in writing of the registered proprietor of Lot 1 first had and obtained:

a. to use the lake on Lot 1 otherwise than as a fly fishery.

b. to allow or permit waste matter of any nature to be deposited on Lot 1 which includes the aforesaid Lake.

c. to introduce any plants which are not indigenous to the area into the aforesaid Lake or foreshore reserve shown on the Plan.

d. to construct any structure including jetties, boat ramps, rock walls, artificial beaches or the like in the aforesaid Lake or on the reserve surrounding the Lake.

e. to keep live species of fish on the said Lot.

f. to erect glass or hot houses of any kind.

8. (a). NOT to occupy or permit to be occupied a dwelling house on any Lot on the Plan which has a frontage onto Lot 1 which does not have installed within the fabric of the said dwelling house a fully operational fire fighting pump coupled with an auxiliary pump to operate in the case of power failure capable of pumping water from the aforesaid Lake on Lot 1 for fire fighting purposes which has not been previously approved by the Tasmanian Fire Service.

(b). NOT to occupy or permit to be occupied a dwelling house on any Lot on the Plan unless the foregoing covenant has been complied with or until there is installed within the fabric of the said dwelling house a fully operational electrical fire fighting pump coupled with an auxiliary pump to operate in the case of power failure capable of pumping water for fire fighting purposes from a storage tank permanently maintained on the Lot within close proximity of the dwelling house containing at all times not less than five (5) thousand litres of water.

INTERPRETATION

“Emergency Purposes” means for egress or ingress during bushfire emergencies.

LOT 1 on the plan is subject to a Right of Carriageway (appurtenant to Lots 100 and Lots 23 – 43 inclusive on Sealed Plan No. 144620) over the Right of Way (Private) 9.00 wide shown passing through Lot 1 on the plan.

LOT 100 on the plan is together with a Right of Carriageway over the Right of Way (Private) 9.00 wide shown passing through Lot 1 on the plan.

LOTS 23 – 43 inclusive on the plan are together with a Right of Carriageway over the Right of Way (Private) 9.00 wide shown passing through Lot 1 on the plan.