

# **ILUKA HOME OWNER'S ASSOCIATION Inc.**

**P O Box 119 Joondalup WA 6919**

**Email: [committee@iluka.org.au](mailto:committee@iluka.org.au)**

**Policy**

**Covenants Management**

Date:

7 October 2006

Version: 1.03

## **1.0 Scope.**

This policy applies to all members of the Iluka Home Owner's Association (IHOA). All residents that live in the suburb of Iluka are members of the Iluka Home Owner's Association. Every property in the suburb of Iluka is subject to the covenants described in this policy.

Upon purchase of a property in Iluka the purchaser enters into a contractual arrangement in which the purchaser undertakes a legally enforceable obligation; not to breach or allow to be breached the Beaumaris Estate Standard Lots Restrictive Covenants for Beaumaris Beach which are attached to the contract and marked Annexure ("B") (hereafter called the "Iluka Covenants"). A copy of the said covenants is provided in Attachment A. That which was previously referred to as the Beaumaris Estate hence forth is referred to as the ILUKA Estate.

Each and every Iluka resident takes benefits from the Iluka Covenants and therefore each and every resident must bear a duty to abide by the Iluka Covenants. Benefits include; superior property values, ascetic environment, and a cordial community spirit, where duties of residents include; abiding by the Iluka Covenants and advising their visitors of the duty of visitors to correspondingly abide by the Iluka Covenants.

Property owners who rent their properties have a duty to inform their tenants of their obligations under the Iluka Covenants and ensure that tenants comply with the Iluka Covenants. The duty to comply with the Iluka Covenants shall be a contractual obligation mandated in all rental agreements between property the owner and tenants.

The Iluka Covenants form part of the constitution of the Iluka Home Owners Association and accordingly the Iluka Covenants are binding on all members. The Iluka Covenants remain in force as long as the Iluka Home Owner's Association exists and the Iluka Home Owner's Association exists as long as there are residential properties in ILUKA Estate.

## **2.0 Context.**

The covenants of the Iluka Home Owner's Association shall not be enforced in an arbitrary manner. Any action required by this policy shall be subject to and undertaken in accordance with; Commonwealth law, state law, the IHOA constitution and this policy. No resident shall be the subject of an action by the committee, or any other resident, unless there is a breach of the Iluka Covenants or the constitution of the Iluka Home Owner's Association.

All residents are equal before the Iluka Home Owner's Association. All residents have equal rights and all residents are subject to the Iluka Covenants and the constitution without favouritism. The Iluka Covenants and the constitution of the IHOA shall be applied to all residents equally. No resident shall be discriminated against in any way.

The rights of Iluka residents are upheld by the committee of the Iluka Home Owners Association and where necessarily the committee shall refer breaches of resident's rights to the courts for enforcement.

## **3.0 Policy Statements**

Any statement in this policy shall not limit the effect of the Iluka Covenants or the constitution of IHOA. Where there is a conflict in interpretation, the Iluka Covenants take precedent over this policy.

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### 3.1 The committee of the Iluka Home Owners Association.

The committee of the Iluka Home Owner's Association has a number of duties, just one of which is to enforce the Iluka Covenants in accordance with the procedure specified in this policy. Where a breach of one or more covenants can not be resolved by the committee, the committee must refer the matter to a court for judicial determination. Alternate forms of dispute resolution may be utilised at the discretion of the committee.

Compliance to the Iluka Covenants is a legal obligation and therefore the committee does not have the authority to grant waivers for breaches of covenant compliance. A temporary general waiver, applicable to all residents, for compliance to a covenant may be approved where it is passed at an annual general meeting (AGM). Such temporary general waivers can only be valid until the next AGM. Waivers for covenant compliance for individual residents are inconsistent with the IHOA constitution, the Iluka Covenants and this policy. Where a General temporary waiver has been passed at an AGM, the terms and conditions of this waiver shall be communicated to all residents. All temporary waivers shall be accessible from the Iluka website.

Temporary waivers may only be granted for one year and may be re-approved at a subsequent AGM.

### 3.2 Communication Dishes.

As cable TV services are not available in Iluka, a temporary general waiver may be voted on at AGMs. In the event that any cable TV provider installs a service, the waiver on communication dishes will be automatically be rescinded.

### 3.3 Commercial vehicles

For the purposes of the Iluka Covenants, a **“commercial vehicle”** includes;

- (a) all vehicles described in the First Schedule of the *Road Traffic Act 1974*, except;
  - (i) Motor Car,
  - (ii) Motor Cycle.
- (b) any Motor Car or Motor Cycle as described in (a) above that carries a sign, logo or trade mark, indicating or advertising any commercial or business activity.

The First Schedule of the *Road Traffic Act 1974* is reproduced in attachment C for convenience.

### 3.4 Boats.

For the purposes of the Iluka Covenants, a **“boat”** includes; any water or sea going craft of any size or shape used for any purpose.

### 3.5 Signs.

For the purposes of the Iluka Covenants, unless exempted by the said covenants, a **“sign”** includes;

- (a) any commercial; logo, trademark or wordage, that promotes any commercial endeavour,
- (b) any surface visible form any adjoining property or street, containing wordage or symbols, drawing attention to that property promoting any issue including but not limiting to; commercial activity, business activity, sporting activity, gratuitous service or promotion, political notice or social activity.

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### **3.6 Audits for breach of Iluka Covenants.**

From time to time, the committee shall conduct audits on properties in Iluka Estate. An audit shall include all properties in the estate. An audit shall comprise of observing each property for breaches of any of the Iluka Covenants. Audits should be conducted at least once every three months. Follow-up audits to confirm compliance following a request for compliance letter from the committee, may be conducted at any time at the discretion of the committee.

### **3.7 Request for compliance letters.**

Following an audit, the committee shall distribute Request For Compliance Letters (RFCLs) to properties that have been identified to be in breach of one or more Iluka Covenants. RFCLs shall be distributed no later than two weeks after audit results have been presented at the next committee meeting following an audit. The Request For Compliance Letters appear in annex B.

### **3.8 Fines for breach of Iluka Covenants.**

It is not the intention of the association or the committee to accumulate monies from fines for breaches of Iluka Covenants. All fines owing to the IHOA are a debt to the IHOA. All monies received from fines imposed on members of the IHOA for breach of Iluka Covenants are to be donated in total to the *Princess Margaret Hospital for Children Foundation*. All monies collected from fines shall be donated within 2 months of receiving said money. A resident who pays a fine has the right to view the subsequent receipt from the donation of that fine.

### **3.9 The committee to set the value of fines.**

The value of fines to be imposed is to be set by the committee at the first committee meeting of a calendar year. The value of fines set by the committee is not to be less than the commercial rate for storage at a local storage facility. That is, it is not to be cheaper to breach the Iluka Covenants than to store the offending item at a commercial facility.

### **3.10 Grace Period to comply with a RFCL.**

Where a resident has a genuine hardship and is unable to comply with a RFCL, the resident may apply in writing to the committee for a grace period. The committee may allow the resident a grace period to comply. A grace period shall not be any longer than 3 months. Additional grace periods may be granted at the discretion of the committee. When allowing a grace period, the committee shall take into consideration the effect of the breach on the neighbours of the resident and may seek their comment. A resident who submits a request for a grace period with written consent from the neighbours of the property has a stronger case for grant of such a period.

### **3.11 Failure to pay fines**

All fines owing to the IHOA are a debt to the IHOA and the IHOA may recover that debt at any time and in any way that it deems fit. The committee, or any person acting on behalf of the committee, shall refuse to lift any caveat on a property while there are any unpaid fines lodged on that property.

Fines resulting from the conduct by tenants renting a property are imposed on the legal owner of that property. Breaches of the Iluka Covenants by tenants of a rental property are deemed to be breaches by the property owner.

### **3.12 The cost of legal action.**

The cost of legal action undertaken for breaches of the Iluka Covenants that are not recoverable from the defendant shall be paid for by the IHOA out of general revenue funds.

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**3.13 Provision for legal action resulting from breaches of the Iluka Covenants.**

The committee shall make provision for legal action so as to enforce the Iluka Covenants. Monies set aside for legal action shall not be used for any other purpose.

Attachment A

The Iluka Covenants

Attachment B

Request For Compliance Letters

Attachment C

First Schedule of the *Road Traffic Act 1974*

# Annexure 'A' Standard Lots

## Development and Building Guidelines Stage\_\_\_\_\_

### INTRODUCTION

In order to ensure a minimum standard and to encourage home design excellence at Beaumaris Beach Iluka, these guidelines set out the minimum standards and conditions under which residential development within the estate will normally be approved. Appreciating that design is subjective and that new products are being continually developed the Vendor reserves the right to vary standards or approve alternative materials or finishes provided such materials and finishes, in its opinion maintain the minimum standards set out below.

### BUILDING PLAN APPROVAL

Two full sets of plans and specifications must be submitted to Beaumaris Beach Project Manager - Satterley Real Estate of PO Box 429 Joondalup 6919 prior to the plans being submitted to City of Joondalup under the normal building approval procedure.

The Project Manager will peruse such plans for compliance with the Restrictive Covenants, Development and Building Guidelines and if considered to comply will return an approved set of plans to the applicant.

### DEVELOPMENT

NO development is to be commenced on any Lot without the plans and specifications having been approved in writing as set out above.

### DWELLING

The minimum dwelling size is 180 square meters. The minimum floor area is the area of the dwelling excluding porches, carports, garages, verandahs etc.

### CARPORTS/GARAGES

All dwellings constructed must incorporate double, side by side carports or garages, comprised of the same materials as the residence and having a minimum clear internal dimension of 5.0m wide x 5.5m deep.

### MATERIALS

*Walls:* All external walls must be constructed, unless otherwise approved, with concrete, clay bricks, limestone or similar material finished in face brickwork or render.

*Roofing:* Clay or concrete tiles, colourbond metal roofing are acceptable. A minimum 20° pitch is to be used on all dwellings, garages and carports.

*Driveways:* Each dwelling is to be provided with a driveway and crossover to be completed at the same time as the residence and before occupation.

All driveways and crossovers must comprise brick paving unless otherwise approved by the Vendor.

### FENCING

Feature masonry fencing is required for any boundary or return fence which faces any street, road, park or reserve. This fencing is not provided or paid for by the developer. No fibro cement (Hardifence) or Colourbond fencing is permitted forward of the building line.

Fencing to boundaries where provided by the developer is not to be altered in any way. In the event of damage the lot owner shall repair in the same style and colour as provided.

Except for street, road, park or reserve boundaries, all boundary fencing shall consist of Hardifence painted "wheat" colour on both sides with "wheat" coloured capping. Hardifence sheeting will be erected on the high side of any retaining wall provided the site level has been filled to allow 600mm of clear depth. Otherwise post and rail erected hardifence will be fitted with the post and rails facing into the higher lot on each boundary. Fencing decisions will be made by the Vendor or its Agents. Beaumaris Beach has appointed Treacy Fencing who can be contacted on 9240 2490 for installations.

### OUTBUILDINGS

Outbuildings exceeding 4 meters x 4 meters or 2.1 meters in height must be built of materials to match the residence. Outbuildings less than 4 meters x 4 meters or 2.1 meters in height must be built of non-reflective materials.

### SITE LEVELS

The general level of the site may not be altered without the written approval of the developers. Clean Fill provided must be checked by purchasers builder for suitability. Maximum allowable clean fill per lot is not to exceed 450mm.

Any limestone retaining or other walls provided may ***not be altered in any way*** except with written permission from the developer.

### AIR CONDITIONING OR COOLING UNIT/SOLAR HOT WATER UNITS

Air conditioning or cooling units must be of a similar colour to the root. Solar hot water units must be integrated with and match the root profile and pitch of the dwelling.

### LANDSCAPING AND RETICULATION REBATE

1. If the Purchaser shall arrange to install underground lawn and garden automatic reticulation from the front of the home to the road kerb and such reticulation shall be completed and functional.

Initials \_\_\_\_\_

2. It the Purchaser shall arrange for a Landscape Gardener registered for GST to plan and complete landscaping and gardening of the whole of the front of the property in such a manner as the Vendor or its agents shall deem appropriate; (for the purpose of this clause the laying of instant turf to the area between the road kerb and the front of the home; and the verges on all corner lots shall constitute complete landscaping). Water wise options will be considered.

3. and it both points 1 and 2 are completed within 3 months of the Purchaser occupying the property then the Vendor shall pay the Landscape Gardener the sum of either:- (as a maximum)

a) \$2,000 (two thousand dollars + GST) for Standard Lots, or

b) \$3,000 (three thousand dollars + GST) for Nominated Corner Lots; against presentation of a tax invoice from a Landscape Gardener registered for GST to Beaumaris Land Sales for work done to that value. Any extra cost shall be the Purchasers responsibility. Please contact the Project Manager on 9304 1015 for payments.

4. This refund will only be paid if the work is completed within the time frames as indicated in point 3 and also providing the work is completed within 24 (twenty-four) months from the initial settlement of the block. The landscape rebate is a contract between the original purchaser and the vendor and not transferable to subsequent purchasers.

#### LETTERBOXES

Letterboxes are to be located adjacent to driveways, constructed of materials that match or complement the residence and display clearly the house number.

#### SIGNS

Excepting for the Vendor's signage or its agents NO extra wordage advertising or business signage shall be placed on the property or in the front window or on the walls of the dwelling without the written approval of the Vendor excepting real estate signage associated with the sale of residences and builders signs required by law.

Not for a period of two years commencing on the date of the contract shall a "For Sale" sign be erected on a vacant block of land (or any other signs) provided that this covenant will not operate to prevent the Purchaser from selling or otherwise disposing of the land. Should any sign be erected on the lot the purchaser gives permission to the vendor or its agents to enter the property to remove the sign.

#### WASHING LINES/RUBBISH BINS

All washing lines and rubbish bins shall be screened from the street and public places.

#### DISPLAY HOMES

The completed residence shall not be used for display purposes without the written approval of the Vendor or its agent.

#### COMMERCIAL VEHICLES/BOATS, ETC

All commercial vehicles including caravans, boats, etc shall not be parked or stored on a property unless contained within a garage or screened from public view.

#### AMALGAMATION/RE-SUBDIVISION

Subdivision of the land or amalgamation of lots is not permitted.

#### TELECOMMUNICATION AERIALS, ANTENNAS & DISHES

The TV system has been installed by and is owned by the developers. It is not considered necessary to erect outside TV antennae or satellite dishes which are prohibited under the restrictive covenants. The free to air stations Channels 2, 7, 9, 10, SBS and FM broadcasts can be accessed free of cost after payment of an initial connection fee, however, the system is designed to accommodate future Pay TV etc and has a capacity of 60 channels. Provision of these services will depend upon availability and may require a fee to be paid in the normal manner. The developers intend with this innovation to be able to provide all the benefits of Pay TV while avoiding unsightly outside satellite dishes and aerials.

The developers will endeavour to ensure that the TV system is developed and continued but makes no warranty or promise concerning its continued operation.

Connection to Cable TV System must be undertaken by a licensed contractor. For your convenience Beaumaris have arranged for Broadcast Engineering Services (Telephone: 9248 7000) to make such connections for an installation fee of approximately \$225.00. This includes up to a 40 meter cable allowance and an Austel approved isolation device. Your builder will normally supply and install TV points in your home, this work must be undertaken by an approved Austel licensed person. Should your home have more than two TV points then a TV signal booster may be required upon connection at an extra cost. Your builder should terminate the coaxial cable in the roof space in an accessible place in the front of the house.

#### COVENANT

Not to breach or allow to be breached the Beaumaris Estate Standard Lots Restrictive Covenants for Beaumaris Beach which are attached to this contract and marked Annexure ("B") ("the Covenants").

The preceding building guidelines shall be for the benefit of every other lot in the plan of subdivision referred to herein and the burden of the preceding guidelines shall be attached to the property.

Initials \_\_\_\_\_

# Restrictive Covenants

## Annexure "B"

This is the annexure marked "B" referred to in the offer and acceptance dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ made between \_\_\_\_\_ as Purchaser of one part and Davidsun Ptv Ltd and the Roman Catholic Archbishop of Perth as Vendor of the other part to purchase

LOT \_\_\_\_\_

**1** The Purchaser acknowledges that the Vendor has agreed to sell the land to the Purchaser only on condition that the Purchaser enters into certain covenants relating to the use of the land for the purpose of enhancing the amenity of all other land comprised in the Vendors subdivision. For the purposes of these Covenants the Vendor shall be referred to as the Transferor and the Purchaser shall be referred to as the Transferee. Some of the covenants agreed to be entered into by the Transferee and which shall be set out in the Transfer of Land instrument to be executed by (he Parties hereto pursuant to this contract are as follows:

The Transferee covenants with the Transferor:

- (1.) NOT to construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land"):
  - (a) More than one permanent non-transportable private residence ("a residence");
  - (b) A residence with a total floor area of less than 180 square meters inclusive of external walls but exclusive of carports, garages, verandahs and other unenclosed areas.
- (2.) NOT to construct, erect or install or permit to be constructed, erected or installed on the land:
  - (a) A residence or any alteration or addition to a residence:-
    - (i) Using wall materials which are not either predominantly concrete, clay bricks or stone or other similar materials in facework or render;
    - (ii) Using roof materials which are not either clay, slate or concrete tiles or colourbond metal;
    - (iii) Having a roof pitch less than 20°
  - (b) A residence which does not contain a carport or garage making provision for parking of at least two motor vehicles side by side.
  - (c) A carport or garage, which, if not located under the main roof of the residence:
    - (i) Is not made of the same materials as the residence or
    - (ii) Does not match or complement the residence, in respect of the pitch of the roof, materials used, the design and external appearance including colour and the quality of the construction.

- (d) Any structure exceeding 4 meters x 4 meters in area and 2.1 meters in height which does not use the same materials used in the construction of the residence and does not complement the design and external appearance of the residence in respect of colour and quality of construction.
- (e) Any shed or other outbuilding less than 4 meters x 4 meters in area and 2.1 meters in height which has walls and/or a roof made of or coated with zincalume or other reflective material or is located within a front setback area.
- (f) A residence, unless a driveway and crossover between the road and parking area on the land and all fences are constructed and completed prior to the occupation of the residence.
- (g) A driveway or crossover which is not constructed of brick paving or approved material.
- (h) A residence, unless all ground areas which are visible from the street ("visible areas") are properly landscaped within 3 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed or planted.
- (i) Subject to provisions l(2)(j) and l(2)(k) any fence which is not comprised of:-
  - (i) Masonry; or
  - (ii) HardiFence which is capped and painted on both sides in wheat coloured paint with the capping to be painted with wheat coloured paint.
- (j) If the land is a corner lot, any fence which is not comprised of masonry along any part of any boundary of the land which faces any street, road, park or reserve.
- (k) Any fence forward of the building frontage set-back line which is less than 900mm in height and does not match or complement the residence or any fence which is greater than 900mm in height and does not match or complement the residence and comprise of masonry or an open-styled fence.
- (l) A letter box which is not located adjacent to the driveway. is not clearly numbered or does not, match or complement the residence.
- (m) An air conditioner or evaporative cooler, unless contained wholly within the residence or being of similar colour to the roof, or within the roof space between the ceilings of the residence, and the underside of the roof of the residence.
- (n) A solar hot water heater, unless it fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.
- (o) A clothes line or rain water tank except in accordance with the manufacturers instructions and which is not screened from public view.
- (p) (While the Cable Television System provided by the Transferor is operative and available) a television and radio antenna and satellite dish unless contained wholly within the residence or within the roof space between the ceilings of the residence and to the underside of the roof of the residence.

Initials \_\_\_\_\_

- (3) *NOT to* subdivide or attempt to further subdivide the land or any part thereof or to amalgamate or attempt to amalgamate the land or any part thereof with any other land.
- (4) *NOT to* park or allow to be parked on the land or on the road or on any other land near or next to the land, any commercial vehicles including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery ("commercial vehicles" unless such commercial vehicles are housed or contained wholly within a carport or garage on the land or are screened from public view.
- (5) That where retaining walls or fences have been erected on any or the boundaries of the land by the Transferor, *NOT to* alter or remove any of the retaining walls or fences, *NOT to* allow or permit the retaining walls or fences to fall into a state of disrepair, and *NOT to* repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences.
- (6) That where retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, *NOT to* alter the level of the surface without written approval of the developers.
- (7) Subject to this provision, *NOT to* erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever PROVIDED THAT a FOR SALE SIGN may be erected or displayed on the land as per development and building guidelines.
- (8) *NOT to* use or open or allow to be used or opened, any residence erected on the land for display purposes without the prior written approval of the Transferor.
- (9) Not to breach or allow to be breached the Beaumaris Estate Standard Lots Development and Building Guidelines which are attached to the contract and marked Annexure "A" (Development and Building Guidelines).
- (10) That the covenants herein contained shall operate and be enforceable until 31st December 2010 when such covenants will cease to have any further effect.
- (11) That the burden of the covenants hereinbefore contained shall run with the land for the benefit of every other lot on the plan or diagram of subdivision hereinbefore mentioned of which the Transferor is the registered proprietor. The covenants shall be enforceable against the Transferee and every subsequent registered proprietor of the land. by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of subdivision.

**2** restrictive covenants are entered into for the benefit of all Transferee of lots on the relevant Plan or Diagram of Subdivision and are enforceable by all owners. Each Transferee must therefore comply with and observe the restrictive covenants. The Transferor accepts no responsibility for enforcement of the restrictive covenants, but does have and reserves the right to do so, so long as it is the registered proprietor of a lot on the relevant Plan or Diagram of Subdivision and further reserves the right to vary requirements at its absolute discretion.

**3** The Transferee agrees that prior to commencement of any construction on the land, the Transferee shall submit plans and specifications to the Transferor or its Agents for approval. Approval shall automatically be given if such plans and specifications comply with the covenants hereinbefore contained.

# Beaumaris Beach Home Owner's Association

PO Box 119, Joondalup 6919

1. (a) Subject to ratification by City of Joondalup and in order to provide for and ensure high standards of maintenance for Beaumaris Beach Estate ("the Estate") parks and reserves, road features, foreshore reserve facilities and any private recreation and other Facilities that may be constructed within the Estate, ("the common facilities"), the Vendor intends to incorporate, at its cost, an Association pursuant to the Associations Incorporation Act, to be known as Beaumaris Beach Home Owners' Association (Inc) ("the Association"). Each Purchaser of a lot or any part in the Estate shall automatically be and remain a member of the Association so long as the Purchaser is an owner of a lot or any part thereof in the Estate.  
(b) Until the 31st day of December 1998 the Vendor shall be solely responsible for arranging and paying for the required maintenance works of the common facilities. The Vendor shall consult with the Association from time to time but the Vendor shall have the final decision on any question concerning maintenance.  
(c) As from the 1st day of January 1999 the Association shall be solely responsible for the maintenance works and the Vendor shall have no further responsibility or liability in relation thereto.  
(d) If the Association is not incorporated for any reason or City of Joondalup fails to ratify this arrangement or if the Association otherwise does not operate, the Vendor has no responsibility or liability to any Purchaser or any other person.
2. The Purchaser covenants and agrees with the Vendor that the Purchaser:
  - (a) Is and will remain a member of the Association so long as the Purchaser is an owner of a lot or any part in the Estate.
  - (b) Will observe and abide by the Rules and the Constitution of the Association.
  - (c) Will pay all levies and other fees determined by the Association from time to time. If the Purchaser sells his interest in the land then the Purchaser agrees that he will ensure that the Purchaser thereof joins the Association as a member in place of the Purchaser and that such Purchaser will if required execute a Deed of Covenant to be prepared by the Vendor's Solicitors at the cost of the Purchaser pursuant to which the Purchaser agrees to be bound by the terms hereof and to join the Association. Until that occurs the Purchaser shall remain personally liable to pay any fees

and levies determined by the Association which shall be payable upon written demand. The Purchaser for themselves and successors in title hereby charges and mortgages his interest in the land with payment of any amounts owing to the Association from time to time.

3. The Purchaser hereby authorises the Association to lodge a Caveat on the Certificate of Title to the land which will notify the Purchaser of the land or any part thereof that such Purchaser must become and remain a member of the Association so long as such Purchaser is an owner of the land. The costs of and incidental to the preparation and registration of a Caveat and any withdrawal thereof shall be paid by the Purchaser. The cost of preparation and registration of the Caveat is approximately \$150.00 and there is a joining fee of \$25.00 to Beaumaris Beach Home Owners Association for administration.

Purchaser.....Purchaser.....

Witness.....Witness.....

Date ..... Date.....

For Davidson Pty Ltd and the Roman Catholic Archbishop of Perth as the Vendor.

Vendor.....Witness .....

Date .....

Initials \_\_\_\_\_

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**First Schedule**

[Section 15]

<b>Vehicle</b>	<b>Description</b>
Caravan (motor propelled) .	A vehicle that is fitted or designed for habitation for a person in the course of a journey and which is capable of being propelled by its own power.
Caravan (trailer type) .....	A vehicle that is fitted or designed for habitation for a person in the course of a journey, and to be drawn by another vehicle or by any tractive unit.
Converter dolly trailer.....	A vehicle having an axle or axle group the lower half of a 5th wheel coupling and a draw bar, which is designed and used for attachment towards the front of a semi-trailer.
External power vehicle.....	A vehicle that derives its motive power from a source external to the vehicle or from an electrical storage battery which is not connected to any source of power when the vehicle is in motion.
Fork lift truck .....	A vehicle that is constructed or designed and ordinarily used, for the loading, unloading and like movement of goods at a factory warehouse, wharf, railway station or similar place and is of such nature as to be generally unsuitable for use on roads.
Mobile crane .....	A vehicle that has a crane permanently affixed to it and is not suitable for carrying any load other than the accessories necessary for the operation of the vehicle.
Motor car .....	Any motor vehicle designed primarily for the carriage of persons, whether the vehicle is, or is not, provided with space for the carriage of personal luggage, including the class of motor vehicles some of which are known by the trade name, "Station Sedan" or "Station Wagon", which class is provided with greater space for the carriage of personal luggage and other things than is provided in sedan cars, and

Vehicle	Description
Motor carrier .....	<p>including also the class of 3 wheeled vehicle which is designed and controlled in a manner similar to a 4 wheeled motor car, but excluding motor cycles, motor carriers, and motor omnibuses.</p> <p>A motor vehicle that is —</p> <p>(a) constructed for the carriage therein or thereon of passengers or goods, or both passengers and goods, designed to travel on 3 wheels and weighing, unladen, not more than 1 016 kilograms, not being a 3 wheeled vehicle designed and controlled in a manner similar to a 4 wheeled motor car; or</p> <p>(b) a motorized wheel chair, being a chair-type vehicle that is fitted with 3 or more wheels and is fitted and designed for use of or by physically disabled persons only, not being a vehicle that is exempted from this paragraph by the regulations.</p>
Motor cycle .....	<p>Subject to the provisions of the description of a “motor carrier”, a motor vehicle designed to travel on 2 wheels, or with a sidecar attached 3 wheels, or a motor vehicle having 3 wheels arranged in such a way that the axis of rotation of 2 wheels lies on the same straight line and each of those 2 wheels is equidistant from the 3rd, and includes any such vehicle which is not equipped with a permanent cab and cab roof.</p>
Motor Wagon .....	<p>Any motor vehicle (not being a motor carrier or a motor cycle or a locomotive or traction engine) that is constructed for the conveyance therein or thereon of goods or merchandise or for the conveyance therein or thereon of any kind of materials used in any trade, business or industry or for use in any work whatsoever other than for the conveyance of passengers and includes a wagon driven by steam if fitted with wheels</p>

**Road Traffic Act 1974**  
**First Schedule**

Vehicle	Description
	similar to those of a motor vehicle or to those of a sentinel or a similar vehicle. The term also includes any vehicle that comes within the popular conception of a motor car but which is fitted or adapted for the conveyance of any such goods, merchandise, or materials and is in fact used for that purpose where the vehicle licence fee for the vehicle licensed as a motor car would be less than the vehicle licence fee for the same vehicle licensed as a motor wagon.
Omnibus .....	A vehicle used as a passenger vehicle to carry passengers at separate fares.
Plant trailer .....	A trailer to which there is permanently affixed plant such as an air compressor, concrete mixer or welder and which is not suitable for carrying any load other than the accessories necessary for the operation of the vehicle.
Trailer .....	A vehicle (not including a semi-trailer) drawn by another vehicle but not including a sidecar attachment to a motor cycle or any vehicle that comes within the description of a caravan.
Semi-trailer .....	A vehicle that is drawn by another vehicle, and that comes within the description of a trailer but which is so constructed and by partial superimposition attached to the vehicle drawing the same in such a manner as to cause a substantial part of the weight of the trailer to be borne by the vehicle drawing it; the term also includes a type of trailer known as a pole type jinker or pole type trailer.
Tow Motor .....	A vehicle that is constructed or designed, and ordinarily used for the towing of trailers at a factory, warehouse, wharf, railway station or similar place and is of such a nature as to be generally unsuitable for use on roads.
Tractor (prime mover type)	A motor vehicle that is a tractive unit designed for hauling a semi-trailer.

Vehicle	Description
Tractor (other than prime mover type)	<p>A motor vehicle that —</p> <ul style="list-style-type: none"> <li>(a) is not designed for use primarily for the carriage on roads of passengers or goods;</li> <li>(b) is designed for use primarily in industry (whether in the public or private sector) including, without limiting the meaning of the expression “industry”, agricultural pursuits, earth moving, forestry pursuits, and pursuits of a prescribed nature; and</li> <li>(c) is designed to be driven or controlled by a person carried in or on the vehicle.</li> </ul>
Tractor plant .....	<p>A motor vehicle that —</p> <ul style="list-style-type: none"> <li>(a) is, or has permanently affixed to it, an excavator, road roller, road grader, bulldozer, mechanical shovel, plough, rotary hoe or similar or prescribed plant;</li> <li>(b) is not suitable for the carriage of any load other than accessories necessary for the operation of the vehicle; and</li> <li>(c) is designed to be driven or controlled by a person carried in or on the vehicle.</li> </ul>
Tow Truck .....	<p>A motor vehicle constructed and fitted with permanent hoisting equipment used or intended to be used for the lifting, partial lifting or towing of road vehicle and which is not suitable for the carrying of any load other than accessories necessary for the operation of the vehicle.</p>

*[First Schedule amended by No. 93 of 1975 s. 9; No. 89 of 1978 s. 21; No. 60 of 1982 s. 6; No. 11 of 1988 s. 18; No. 21 of 1995 s. 13.]*