

### INSTRUCTIONS

1. This form may only be used 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 address and occupation of the witness must be stated.

EXAMINED

J971093 RC

31 Oct 2008 15:42:21 Perth



REG \$ 82.00

### LODGED BY

BankWest Conveyancing  
Addressed Real Estate & Business Settlement Agent  
Level 23 BankWest Tower  
108 St Georges Terrace  
Perth Western Australia 6000  
PHONE No. (08) 9449 6650 Fax (08) 9449 6779  
FAX No. (08) 9449 6650  
Box No. 162V

REFERENCE No.

102315/ms-

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace  
PERTH WA 6000  
Ref: GRB:2092674 (#883903v1)  
DP 49192 - Double Storey

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

313

u

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.



EXECUTED BY THE TRANSFEROR AS A DEED

SIGNED by **JOHN PAUL FORD**

as Attorney for

**STOCKLAND WA DEVELOPMENT PTY LIMITED**

ACN 000 097 825

under Power of Attorney J461922

In the presence of:



JOHN PAUL FORD



Witness Signature

Witness Name:

Priscilla MacKinnon  
Contracts Manager

Witness Address:

Suite 1 Level 4  
85 South Perth Esplanade  
South Perth WA

Witness Occupation:

**SCHEDULE**

**1. Subdivision Land**

LOTS 164-199, 201-210, 213-225, 238-241, 251-254, 270, 271, 345, 347, 9006, 9007, ROADS AND RESTRICTIVE COVENANTS ON DEPOSITED PLAN 49192.

**2. Burdened Lots**

LOTS 164 – 167 ON DEPOSITED PLAN 49192.

**3. Benefited Lots**

LOTS 164 – 199, 201-210, 213-225, 238-241, 251-254, 270 & 271 ON DEPOSITED PLAN 49192.

**4. Encumbrances**

AS TO LOT 9006 ON DEPOSITED PLAN 49192:

EASEMENT (SEWERAGE) TO WATER CORPORATION – SEC 167 OF THE P & D ACT REG 6 – DP 49164.

AS TO LOTS 168 – 199, 201-210, 213-225, 238-241, 251-254, 270 & 271 ON DEPOSITED PLAN 49192.

RESTRICTIVE COVENANT – SEC 136D OF THE TLA – DEPOSITED PLAN 49192 AND DOC  
AS TO THE REMAINDER – NIL.

J971092

## 2.3 A shed may not be:

- (a) constructed in the front or side yards of the Land; or
- (b) larger than 9m<sup>2</sup> floor area and higher than 300mm above any surrounding fence (the Transferor may in its absolute discretion, permit the Transferee to construct a larger shed if it is constructed of the same materials, in the same colours, as the residence and complements the residence in design and style).

## 2.4 A fence or retaining wall installed by the Transferor on the Land may not be altered in any way without the prior written approval of the Transferor.

## 2.5 In the case of a corner lot, a residence may not be erected on the Land unless:

- (a) the residence's secondary street elevation matches the primary street elevation in colours, materials, openings and/or roof form for a minimum distance of 4 metres from the truncation of the corner; and
- (b) the side boundary fencing finishes at least 4 metres from the truncation of the corner.

## 2.6 Commercial vehicles (which includes a truck, bus or tractor), boats or caravans may not be parked on the Land unless they are invisible to public view.

## 2.7 The repair or restoration of any motor vehicle, boat, boat trailer or any other vehicle or any other machine may not be carried out on the Land unless it is behind the building line of the residence and is invisible to public view.

## 2.8 A "For Sale" sign may not be displayed on the Land for the longer of:

- (a) three years after the date of this Deed; or
- (b) before any building is erected on the Land,

but this restriction shall not operate to prevent the Transferee from selling or otherwise disposing of the Land without displaying a sign.

## 2.9 These Restrictive Covenants will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Transferor. The Transferee will not make an application to any Court, the Commissioner of Titles or the Office of Titles for the partial or complete modification, removal or extinguishment of these Restrictive Covenants, except with the Transferor's prior written consent.

3. **Separate and Distinct**

Each Restrictive Covenant is a separate and distinct Restrictive Covenant, and if any Restrictive Covenant or its application to any person or circumstances is or becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected and each remaining Restrictive Covenant will be valid and enforceable to the fullest extent permitted by law.

4. **Term of Restrictive Covenants**

The Restrictive Covenants shall expire and cease to have effect on 31 December 2015.

- (e) where the Land is less than 480m<sup>2</sup>, the minimum living area of the residence including external cavity walls is 140m<sup>2</sup>, excluding, in all cases, verandahs, carports/garages, covered porticos, alfresco areas and any other unenclosed areas;
- (f) the residence has a driveway:
  - (i) at least 4m wide;
  - (ii) that is completed before occupation of the residence;
  - (iii) not constructed of grey or painted in situ concrete; and
  - (iv) that does not cut through a footpath;
- (g) the face wall comprises a minimum of two colours or two materials (excluding windows and garage doors);
- (h) the roof:
  - (i) has a minimum pitch of 24° to the main roof unless variations are expressly permitted by the Transferor;
  - (ii) is constructed of clay or concrete tiles or custom orb metal deck sheeting;
- (i) the rear and side boundary fencing is constructed of Colorbond colour Teatree and at least 1.8 metres high; and
- (j) in the case of a wall or fence from the residence to the boundary of an adjoining lot, that wall or fence is at least 1.8 metres high and constructed from materials consistent with the face wall or rear and side boundary fencing, and set back at least 1 metre from the corner of the residence;

2.2 A residence which:

- (a) does not contain a double garage (not a carport) sufficient for at least two motor vehicles side-by-side;
- (b) comprises a garage outside the main roof area that does not match or complement the residence as to pitch of roof, material, design, colour and external appearance;
- (c) has a garage door protruding more than 2 metres forward of the main front building line;
- (d) comprises a garage with a front setback of less than 4.5 metres;
- (e) has a roof made from zincalume;
- (f) has fencing, which extends forward of the front building line of the residence unless expressly permitted by the Transferor;
- (g) has air conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
- (h) has a solar hot water unit, unless the solar hot water unit is integrated with and matches the roof profile and pitch of the residence and does not protrude above the ridge line, and is not clearly visible from the public domain;
- (i) has TV antennae, satellite dishes, radio masts unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area; or
- (j) has bin storage areas unless they are screened from view from the public domain, except on collection days,

may not be erected on the Land.

**BLANK INSTRUMENT FORM****DEED OF RESTRICTIVE COVENANT** (Note 1)

THIS DEED is made the 19<sup>th</sup> day of October 2006.

BY:

STOCKLAND WA DEVELOPMENT PTY LIMITED (ACN 000 097 825) OF POST OFFICE BOX 498,  
SOUTH PERTH, ("Transferor")

ABN 66 012 878 629  
WESTERN AUSTRALIA STAMP DUTY  
DEE 25/10/06 12:20 002707920-001  
FEE \$ \*\*\*\*\*0

**BACKGROUND:**

1. The Transferor is the registered proprietor in fee simple of the land described in item 1 of the schedule ("Subdivision Land"), subject to the encumbrances set out in item 4 of the schedule.
2. The Transferor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 49192 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Transferor requires each of the lots described in item 2 of the Schedule ("Burdened Lots") to be encumbered with the restrictive covenants set out in this Deed ("Restrictive Covenants") so that the Restrictive Covenants will be noted on the Plan, and, when separate Certificates of Title issue for each Burdened Lot, the burden of the Restrictive Covenants will be noted on each Certificate of Title for each Burdened Lot.

**OPERATIVE PART:****1. Certificate of Title**

- 1.1 Each Certificate of Title which issues for a Burdened Lots shall be encumbered by the Restrictive Covenants.
- 1.2 The Restrictive Covenants on each Burdened Lot are for the benefit of those lots on the Plan described in item 3 of the Schedule ("Benefited Lots").
- 1.3 The Restrictive Covenants will bind the successors in title and the registered proprietors from time to time of each Burdened Lot and the Restrictive Covenants will benefit the successors in title and the registered proprietors from time to time of each Benefited Lot.

**2. Restrictive Covenants**

The owner ("Transferee") of each Burdened Lot ("Land") covenants with the Transferor as follows:

- 2.1 A residence may not be erected on the Land unless:
  - (a) it is a single residential dwelling that is double storey (unless otherwise agreed in writing by the Transferor);
  - (b) the plans and specifications have been approved by the Transferor and appropriately endorsed;
  - (c) the plans and specifications have been approved by the relevant planning and local authorities;
  - (d) where the Land is greater than or equal to 480m<sup>2</sup>, the minimum living area including external cavity walls is 180m<sup>2</sup>, excluding verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;