

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

*CH2*

**J773597 RC**

06 Jun 2006 13:31:19 Midland



REG \$ 80.00

LODGED BY

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

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace  
PERTH WA 6000  
Ref: CPM:2091521 (Doc#780978v1)  
DP 50041 Lots 234-238

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

[Empty box for additional instructions]

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

*5/8*  
*A*

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**

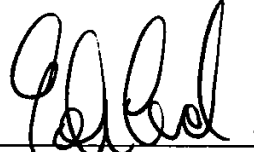
as Attorney for

**STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD**

ACN 117 914 333

under Power of Attorney J682622

In the presence of:



JOHN PAUL FORD

Witness Signature



Witness Name:

Priscilla MacKinnon  
Contracts Manager  
Suite 1 Level 4

Witness Address:

85 South Perth Esplanade  
South Perth WA

Witness Occupation:

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## SCHEDULE

1. **Subdivision Land**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408, 8005, 8006, 8008, 9000, 9501, ROADS, ROAD WIDENING, EASEMENTS AND RESTRICTIVE COVENANT ON DEPOSITED PLAN 50041.

2. **Burdened Lots**

LOTS 234-238 ON DEPOSITED PLAN 50041.

3. **Benefited Lots**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408 ON DEPOSITED PLAN 50041.

4. **Encumbrances**

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (WATER SUPPLY) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 8008, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOTS 243-246, 261-265, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (UNDERGROUND ELECTRIC) SEC 167, REG 8, P.&D. ACT TO ELECTRICITY NETWORKS CORPORATION.

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (GAS) SEC 167, REG 9, P.&D. ACT TO ALINTA GAS NETWORKS PTY LTD.

AS TO LOTS 190-193, 195-201, 206-217, 220-231, 233, 240-241, 248-250, 252-260, 266-268, 314-320, 405, 408 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO LOTS 189, 194, 243-247, 251, 261-265, 406, 407 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO LOTS 239, 321-328 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO THE REMAINDER OF LOTS ON DEPOSITED PLAN 50041:

NIL.

from selling or otherwise disposing of the Land without displaying a sign;

(i) subdivide (including strata subdivision) the Land without the Transferor's approval; nor

(i) for the purposes of constructing the Residence:

(i) access the Land from Wright Road;

(ii) access the Land other than from the rear of the Land; or

(iii) park any vehicle on the landscaped verge of Wright Road.

2.3 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 or Registrar of Titles or the Department of Land Information for the partial or complete modification, removal or extinguishment of the covenants, except with the Transferor's prior written consent.

3. **Separate and Distinct**

Each Restrictive Covenant is a separate and distinct Restrictive Covenant. If any Restrictive Covenant or its application to any person or circumstances is or becomes invalid or unenforceable, 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**

These Restrictive Covenants shall expire and cease to have effect on 31 December 2016.

- A. is sufficient for at least two motor vehicles side-by-side;
  - B. is set back a minimum of 4.5 metres; and
  - C. does not protrude (including doors) more than 2 metres beyond the front building line;
- (iii) has 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;
  - (iv) has fencing, which extends forward of the front building line of the Residence unless expressly permitted by the Transferor;
  - (v) in the case of a corner lot, has a blank wall or fence within 4 metres of the corner truncation of the secondary street;
  - (vi) has a roof made from zincalume;
  - (vii) 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;
  - (viii) 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;
  - (ix) has TV antennae, satellite dishes or radio masts unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
  - (x) has bin storage or clothes-drying areas unless they are screened from view from the public domain, except on collection days;
- (c) construct a shed:
- (i) in the front or side yards; or
  - (ii) larger than 9m<sup>2</sup> floor area and higher (roof ridge-line) than 500mm 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);
- (d) alter in any way any fence or retaining wall installed by the Transferor on the Land without the prior written approval of the Transferor;
  - (e) in the case of a corner lot, erect a Residence unless:
    - (i) the Residence is designed to address both street frontages and uses materials and detailing that complement the front elevation; and
    - (ii) the side boundary fencing finishes at least 6 metres from the truncation of the corner;
  - (f) permanently park any commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat, trailer or caravan on the Land unless invisible to public view;
  - (g) carry out any repair or restoration of any motor vehicle, boat, boat trailer or any other vehicle or any other machine on the Land unless it is behind the front building line of the Residence and invisible to public view;
  - (h) display a "For Sale" sign for the longer of five years after the date of this deed and before any building is erected on the Land but this restriction shall not operate to prevent the Transferee

- (i) two sets of the Transferee's elevations, floor plan and site plan have been submitted by the Transferee to the Transferor together with a design guideline check list (the form of which the Transferee has received from the Transferor or is otherwise approved by the Transferor);
  - (ii) the plans and specifications have been approved by the Transferor and appropriately endorsed;
  - (iii) where the Land is 500m<sup>2</sup> or greater the minimum living area including external cavity walls is 200m<sup>2</sup>, excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
  - (iv) where the Land is less than 500m<sup>2</sup>, the minimum living area of the residence including external cavity walls is 140m<sup>2</sup>, excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
  - (v) it is a single residential dwelling that is double storey (not including a loft as a storey) unless the Transferor provides its prior written approval to a single storey residential dwelling, which the Transferor may grant in its absolute discretion;
  - (vi) the Residence has a driveway:
    - A. constructed from modular material such as brick, concrete block or another segmented paving or liquid limestone;
    - B. that is completed before occupation of the Residence;
    - C. not constructed of grey, painted or in situ concrete; and
    - D. matching the location of the crossover (where a verge crossover has been constructed by the Transferor);
  - (vii) the face walls:
    - A. comprise a minimum of two colours or two materials (excluding windows and garage doors); and
    - B. are stepped for their entire height in at least one place by at least 0.6 metres;
  - (viii) the roof has:
    - A. a minimum pitch of 24° to the main roof for a single storey and 28° for a double storey; and
    - B. at least one feature where the roof is visible from the street or parkland;
  - (ix) the rear and side boundary fencing is at least 1.8 metres high and constructed of Colorbond colour Grey Ridge; and
  - (x) in the case of a wall or fence from the Residence to the boundary of an adjoining lot, that wall or fence is:
    - A. at least 1.8 metres high;
    - B. set back at least 1 metre from the corner of the Residence; and
    - C. constructed of materials consistent with the face wall or rear and side boundary fencing;
- (b) erect a Residence which:
- (i) is a kit or transportable home;
  - (ii) does not contain a double garage (not a carport) which:

**BLANK INSTRUMENT FORM**

DEED OF RESTRICTIVE COVENANT

(Note 1)

THIS DEED is made the

2nd

day of

June

ABN 66 012 878 629

WESTERN AUSTRALIA STAMP DUTY

2006

DEE 06/06/06 09:24 002672048-005

BY: STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD (ACN 117 944 338) of Suite 1, Level 4,  
South Shore Centre, 85 South Perth Esplanade, South Perth ("Transferor")

Post Office Box 498

DEE \*\*\*\*\*20.00 PEN \*\*\*\*\*.00

## 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 50041 ("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 Lot 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 For the purposes of the Restrictive Covenants:

- (a) the front building line of the residence to be constructed on the Land ("Residence") is:
  - (i) the line of the front face of the bricks of the front wall of the Residence;
  - (ii) where the front building line of any residence on a lot adjoining the Land is constructed behind the front building line of the Residence, then the front building line of the Residence shall be the same as the front building line of the residence on the lot adjoining the Land; or
  - (iii) any other front building line that the Transferor in its absolute discretion determines; and
- (b) if the Land adjoins more than one roadway the front building line includes both the front building lines from each side of the Residence facing the respective roadways.

## 2.2 The Transferee must not, nor permit any other party to:

- (a) erect a Residence unless: