

INSTRUCTIONS

1. This form may be used only 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

N831509 RC

15 Feb 2018 11:49:45 Perth



Deed of Restrictive Covenant

WESTLAND SETTLEMENT SERVICES PTY LTD

LODGED BY PO BOX 405, SOUTH PERTH WA 6951
ADDRESS SUITE 5, GROUND FLOOR
9 BOWMAN STREET
SOUTH PERTH WA 6151
PHONE No. PH: 9325 1166 FAX: 9325 3166
FAX No. PH: 9325 1166 FAX: 9325 3166
REFERENCE No. info@westlandsettlements.com.au

ISSUING BOX No.

1935

PREPARED BY Warren Syminton Ralph Pty Ltd
Lawyers
ADDRESS Level 2 Norfolk House
3 Norfolk Street
FREMANTLE WA 6160
PHONE No. (08) 9435 9435
FAX No. (08) 9433 4533
REFERENCE No. 01234

Warren Syminton Ralph Pty Ltd
Liability limited by a scheme approved under
Professional Standards Legislation

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

5/7 [Signature]

TITLES, LEASES, DECLARATIONS ETC. LODGED
HEREWITH

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


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.




Signing page

DATED: 12 January 2018

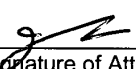
SIGNED for and on behalf of LONNEGAL)
 PROPERTY PTY LTD ACN 101 617 574)
 its duly appointed Attorneys)
BENJAMIN ROSSER)
 1. _____ and)
 2. Justin Crooks)
 under a Power of Attorney dated)
15 SEPTEMBER 17, Registration)
 No. N710708 and the Attorneys)
 declare that they have not received any notice of)
 the revocation of such Power of Attorney in the)
 presence of:)




 Signature of Attorney 1



 Signature of Witness 1



 Signature of Attorney 2



 Signature of Witness 2

PRESTON O'KEEFE

 Print Name in Full of Witness 1
50 COLIN STREET

 Address
WEST PERTH 6005

DEVELOPMENT MANAGER

 Occupation

PRESTON O'KEEFE

 Print Name in Full of Witness 2
50 COLIN STREET

 Address
WEST PERTH 6005

DEVELOPMENT MANAGER

 Occupation

- 10 Not to erect or construct, or permit to be erected or constructed, any fence on the Property which is (a) forward of the front setback line and not visually permeable between a height of 900 mm and 1800mm.
- 11 Each of these Covenants is a separate and distinct covenant, and if any Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Covenants will not be affected and each remaining Covenant will be valid and enforceable to the fullest extent permitted by law.
- 12 Not to breach or cause to be breached the Design Guidelines which relate to the Property and construction of a residence on the Property and not to undertake or allow to be undertaken any development on the Property which is not in accordance with the Design Guidelines.
- 13 These Covenants expire at, and are of no force and effect except in relation to antecedent breaches after, midnight on 31 December 2026.

- (2) has a pitch of less than 25 degrees;
- (b) skillion roof which has no visible overhang; and
- (c) a plain zincalume roof;
- (d) front entry door which does not include glazing or a sidelight, except that when the Property has a width of 7.5 metres or less, a defined path to the front entry door will suffice.
- 5 Not to erect or construct, or permit to be erected or constructed, on the Property a dwelling without the façade facing the secondary street not being rendered up to at least 1.5 metres where:
- (a) the Property is located on a corner with two frontages; and
- (b) the front façade is rendered.
- 6 Where the Property is located on a corner with two frontages, not to erect or construct, or permit to be erected or constructed, on the Property any fence on the secondary street frontage which does not finish up to the rendered feature of that façade of the dwelling.
- 7 Not to erect or construct, or permit to be erected or constructed on the Property a dwelling:
- (a) without a garage which is incorporated under the main roof of the residence and enclosed with a sectional door in a colour to complement the dwelling;
- (b) without a garage which is set back at least 500mm behind the dwelling front, not including porches, verandahs, blade walls and other features;
- (c) if the driveway to the Property is from a laneway, without a garage which complies with paragraph (a) or without a carport which is enclosed with a solid garage door.
- 8 Not to construct or permit to be constructed any driveway or crossover from a material other than brick paving, liquid limestone or exposed aggregate.
- 9 Not to erect or construct, or permit to be erected or constructed, on the Property:
- (a) any refuse or bin storage area;
- (b) any clothes hoist or clothesline or area used for clothes drying or airing;
- (c) any novelty letterbox;
- (d) any outbuildings or sheds;
- (e) meter boxes;
- (f) air conditioning units;
- (g) solar hot water systems;
- (h) rain water tanks;
- (i) satellite dishes;
- (j) TV antennae and radio masts;
- which are visible from any road unless designed to complement the dwelling on the Property or concealed from view through the use of appropriate screening; and
- (k) any structure with an area of more than 25 square metres which is not constructed in the same materials and finishes as the dwelling on the Property.

Schedule - The Restrictive Covenants

In the Restrictive Covenants:

“**Approved Materials**” means single or 2 course face brick, raw timber (such as recycled timber or sleepers), metal or timber look tiles, stone or timber cladding, corroded steel look finish, corrugated iron, rammed earth, HardiePlank and other materials approved in writing by Lonnegal.

“**Design Guidelines**” means the design guidelines which have been supplied by Lonnegal to the original purchaser of the Property.

“**Lonnegal**” means Lonnegal Property Pty Ltd ACN 101 617 574.

“**Lot**” means a lot created upon registration of Deposited Plan 412682 other than Lots 8003, 8004, 8005, 8006 and 9000.

“**Property**” means a Lot.

“**Registered Proprietor**” means Lonnegal Property Pty Ltd ACN 101 617 574.

RESTRICTIVE COVENANTS

The Registered Proprietor (which expression includes the transferees, assigns and successors in title of the Registered Proprietor) covenants:

- 1 Not to construct or allow to be constructed on the Property any dwelling with a façade which is not articulated and which does not contain at least one of the following:
 - (a) verandah with a minimum depth of 1.2 metres x 3.5 metres (wraparound preferred if the Property is located on a corner);
 - (b) covered portico or porch with a minimum depth of 1.2 metres;
 - (c) french doors;
 - (d) contrasting rendered or face brick sills;
 - (e) gables;
 - (f) natural reclaimed timber or steel features encouraged to blend with the Karmara style;
 - (g) blade wall;
 - (h) archway.

- 2 Not to erect or construct, or permit to be erected or constructed, on the Property any building with external walls on each street facing façade which do not include:
 - (a) render, single brick or HardiePlank as the primary material of the façade; and
 - (b) a contrast feature to a minimum of 10% and a maximum of 25% of the façade from the Approved Materials.

The “façade” is to be treated as exclusive of the roof, garage door, gutters, windows, brick planters and downpipes.

- 3 Not to erect or construct, or permit to be erected or constructed, on the Property any dwelling which does not include clear glazed windows on the front façade or which includes roller shutters on the front façade windows.

- 4 Not to erect or construct, or permit to be erected or constructed, on the Property any building that has any:
 - (a) sloped roof which:
 - (1) is visible from any street adjacent to the Property; and

4 Severance

4.1 Separate and distinct covenants

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

5 Definitions

5.1 Definitions

The following words have the meanings in this deed unless the contrary intention appears:

Estate Land means the land in or formerly in Lot 501 on Deposited Plan 405466 being the whole of the land in Certificate of Title Volume 2876 Folio 299.

Lot means a lot created upon registration of the Subdivision Plan, subject to the following encumbrances:

- (a) As to Lot 9000 - Easement burden (drainage) created under Section 167 of P. &D. Act in favour of the City of Armadale.
- (b) As to Lot 9000 – Easement (sewerage) created under Section 167 of P. &D. Act in favour of the Water Corporation.
- (c) As to Lots 203 to 207, 214, 215 and 218 to 223 (all inclusive) - Notification created under Section 165 of the P. &D. Act (fire management plan).
- (d) As to Lot 9000 - Mortgage L706988 to ANZ Fiduciary Services Pty Ltd.

Restrictive Covenants means the restrictive covenants set out in the Schedule.

Specified Lots means the Lots to which the benefit and burden of the Restrictive Covenants apply, being all of the Lots on the Subdivision Plan except Lots 8003, 8004, 8005, 8006 and 9000.

Subdivision Plan means the plan of subdivision of the Estate Land into residential lots lodged for registration at the Land Titles Division of Landgate and being Deposited Plan 412682 and which includes any plan or diagram lodged which amends or is in substitution for that plan.

5.2 References to boundary or area

A reference to a boundary or the area of a Lot is a reference to the boundary or the area of the Lot as shown on the Certificate of Title to that Lot.

EXECUTED as a deed

FORM B2

Form Approval No: B4088

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.**BLANK INSTRUMENT FORM****Deed of Restrictive Covenant
Section 136D Transfer of Land Act**

(Note 1)

Parties: Lonnegal Property Pty Ltd ACN 101 617 574 of Ground Floor, 50 Colin Street, West Perth, Western Australia ("**Registered Proprietor**")**Recitals**

- A** The Registered Proprietor is the registered proprietor of the Estate Land.
- B** The Registered Proprietor is in the course of subdivision of the Estate Land and selling and transferring subdivided lots out of the Estate Land, and is in the process of causing registration of plans of subdivision in respect of the Estate Land.
- C** The Registered Proprietor wishes to register restrictive covenants in respect of certain lots within the Estate Land pursuant to Section 136D of the Transfer of Land Act so that those covenants will benefit and burden those lots.

1 Creation of Restrictive Covenants relating to Lots**1.1 Creation of Restrictive Covenants**

The Registered Proprietor pursuant to Section 136D of the Transfer of Land Act:

- (a) creates the Restrictive Covenants in respect of the Specified Lots; and
- (b) agrees that the Restrictive Covenants will be registered against the Certificate of Title to each of the Specified Lots.

2 Benefit and burden of Restrictive Covenants**2.1 Benefit and burden of Restrictive Covenants**

Subject only to clause 2.2, the burden of the Restrictive Covenants is appurtenant to and will run with each of the Specified Lots for the benefit of all of the Specified Lots to the intent that the Restrictive Covenants will bind the Registered Proprietor and the registered proprietor from time to time of each of the Specified Lots and will be for the benefit of the Registered Proprietor and any other registered proprietor from time to time of every one of the Specified Lots, but not so as to render the Registered Proprietor personally liable in respect of any Lot after the Registered Proprietor has parted with all interest in that Lot.

2.2 Expiry of Restrictive Covenants

The Restrictive Covenants expire on, and are of no force and effect after midnight on 31 December 2026.

3 Consents under Section 136E of the Transfer of Land Act**3.1 Registered Proprietor to obtain consents**

The Registered Proprietor will obtain any consents required under Section 136E of the Transfer of Land Act to the creation of this deed and the creation of the Restrictive Covenants over the Lots pursuant to Section 136D of the Transfer of Land Act.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N831509] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

26/3/2018 08:22:41

Registration date amended to 23.3.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N831507.



Westland Settlement Services Pty Ltd

LICENSED REAL ESTATE
SETTLEMENT AGENCY

ACN 050 159 058 ABN 12 050 159 058
ESTABLISHED 1990

Winner of the 2015 Dorothy Peacock Award for an Outstanding Contribution

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9 Bowman Street
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PO Box 405
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Email narelle@westlandsettlements.com.au
Web www.westlandsettlements.com.au

15th February 2018

Landgate
PO Box 2222
MIDLAND WA 6936

EV000662728 LTR



Dear Sir / Madam

RE: SYNCHRONISATION PROGRAM

I Narelle Lisa van Zijl am settlement agent for the applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration for the documents necessary to issue certificate of titles and any following documents for Deposited Plan 412682 will be altered to concur with the yet to be established "In Order For Dealings" date on the said Deposited Plan.

REGARDS
WESTLAND SETTLEMENT SERVICES PTY LTD

Narelle Lisa van Zijl
Licensee



Licensee:
Westland Settlement Services Pty Ltd
Licensed Managing Director:
Narelle L van Zijl

Member of The Australian
Institute of Conveyancers
WA Division Inc.



