

**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

OFFICE USE ONLY

**M 29946 RC**

27 Aug 2012 13:50:39 Perth



REG \$ 160.00

*1 Nov 2012*

LODGED BY  
ADDRESS  
**WESTLAND SETTLEMENT SERVICES PTY LTD**

PHONE No. **PO BOX Z5326**  
FAX No. **PERTH WA 6831**

REFERENCE No. **TEL 9325 1166 FAX: 9325 3166**

ISSUING BOX No. **westsets@arach.net.au**

**193J**

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. **APS01917**

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

*WIN*

TITLES, LEASES, DECLARATIONS ETC. LODGED  
HEREWITH

1. <u>Western Power</u>	Received Items
<u>Consent</u>	Nos. <u>1</u>
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <i>[Signature]</i>

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: 20.08.2012

EXECUTED by ZAMIA PROPERTY )  
PTY LTD in accordance with section )  
127(1) of the Corporations Act 2001 )  
(Cwlth) by authority of its directors: )

  
..... )  
Signature of director )  
Paul Sadleir )

.....MANAGING DIRECTOR )  
Name of director (block letters) )

  
.....

Signature of ~~director~~/company )  
secretary\* )  
\*delete whichever is not applicable )

..... )  
Name of ~~director~~/company secretary\* )  
(block letters) )  
\*delete whichever is not applicable )

Paul Freedman  
COMPANY SECRETARY



- a) side boundary fence which is forward of the building line; and
  - b) any side or rear boundary fence which is not constructed of 1800mm framed sheet metal in a colour specified by the Transferor; and
  - c) gates and returns which are inconsistent in material and colour with the front, side and rear boundary fencing of the Property.
9. Not to erect or construct, or permit to be erected or constructed, on a Cottage Lot any:
- a) any side or rear boundary fence which is not constructed of 1800mm framed sheet metal in a colour specified by the Transferor;
  - b) gates and returns which are inconsistent in material and colour with the front, side and rear boundary fencing of the Property.
10. Not to erect or construct, or permit to be erected or constructed on a Marked Cottage Lot any fencing for the first 10 metres on the external side boundary other than a visually permeable metal railing to a height of 1200mm.
11. Not to erect or display any sign boarding or advertising of any description whatsoever on the Property, including a FOR SALE sign, until after a residence thereon has been completed.
12. 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.
13. Not to breach or cause to be breached the Design Guidelines which have been supplied by the Transferor to the original purchaser of the Property and which relate to the Property and construction of a residence on the Property.
14. These Covenants expire at, and are of no force and effect except in relation to antecedent breaches after, midnight on 31 December 2016.

- a) incorporating at least one window from a habitable room to address the secondary street;
  - b) incorporating verandas, roof gables and gables, recessed panels or other features to provide visual interest to both street frontages; and
  - b) providing feature landscaping to both street frontages.
4. Not to erect or construct, or permit to be erected or constructed, on the Property any:
- a) two way radio or other aerial, any satellite dish or any other media or electronic communication aerial or device which may be visible from any street adjacent to the Property;
  - b) externally mounted air-conditioning, evaporative cooling unit or device or any other plant and equipment including any solar hot water system which is not in a similar colour as the predominant colour of the adjacent or surrounding roofing or building material on which the unit or device is mounted, or whose highest point is higher than the peak ridge of the roof of the main building on the Property or which is located within the roof space or on the ground and concealed from view of the street; or
  - c) piped, reticulated or wired services which may be visible from any street adjacent to the Property.
5. Not to erect or construct, or permit to be erected or constructed, on the Property:
- a) any outbuildings with galvanised iron, timber or unpainted fibrous cement walls except for sheds which have a floor area of less than 8 m<sup>2</sup> and which are not visible from any street adjoining Property;
  - b) any outbuildings with a floor area of more than 8m<sup>2</sup> which are not constructed of the same materials and painted or using the same colours as the main dwelling constructed on the Property;
  - c) any refuse or bin storage area that is visible from any street; or
  - d) any clothes hoist or clothesline or area used for clothes drying or airing which is visible from any street.
6. Not to erect or construct, or permit to be erected or constructed, on the Property any building without a driveway for motor vehicle access which:
- a) is built to specifications complying with all relevant by laws and requirements of all relevant authorities; and
  - b) is made from segmented pavers, liquid limestone, exposed aggregate or any other material approved in writing by the Transferor;
7. Not to erect or construct, or permit to be erected or constructed, any front boundary fence on the Property which is:
- a) forward of the front setback line and being of a height greater than 900 mm if the Property is east/west orientated;
  - b) forward of the front setback line and being of a height greater than 1,200 mm if the Property is north/south orientated, and which is less than 50% permeable above a height of 900mm;
  - c) not constructed of painted timber, metal or masonry which matches the front façade of the dwelling on the Property where the fence is a front boundary fence between properties and behind the front setback line;
8. Not to erect or construct, or permit to be erected or constructed, on the Property any:

## Schedule - The Restrictive Covenants

In the Restrictive Covenants:

“**Cottage Lot**” means a Property which is identified on the Subdivision Plan as Lots 255-259 inclusive, 267-270 inclusive, 293, 349 and 350.

“**Marked Cottage Lot**” means a Property which is a Cottage Lot and which is identified on the Subdivision Plan as Lots 255, 270, 349 and 350.

“**Subdivision Plan**” means Deposited Plan 74618.

“**Property**” means each of the Lots on the Subdivision Plan other than Lots 8000 and 9000. ✱

“**Transferor**” means Zamia Property Pty Ltd ACN 105 654 564.

“**Transferee**” means the purchaser of the Property.

The Transferee covenants with the Transferor and the Transferor’s successors in title for the Transferee and the Transferee’s successors in title the registered proprietor from time to time of the Property:

1. Not to erect or construct, or permit to be erected or constructed on the Property a garage or carport other than one that:
  - a) accommodates not less than two vehicles and with an area of not less than 30 m<sup>2</sup>;
  - b) is incorporated under the main roof of the residence unless the lot has a secondary frontage to a public road and the access and egress to and from the garage or carport is solely to and from that secondary public road;
  - c) has a roof pitch which is the same as the roof pitch of the main residential dwelling on the Property;
  - d) is enclosed with a roller door; and
  - e) is constructed from the same materials as the residence.
2. Not to erect or construct, or permit to be erected or constructed, on the Property:
  - a) any building with external wall materials which are not substantially of masonry construction;
  - b) any building which has less than two different Approved Materials on each street facing façade. The “façade” is to be treated as exclusive of the roof, gutters and downpipes but as including any gables or gables. “Approved Materials” are masonry, rendered construction, limestone, feature stone or brick, cedar cladding, painted fibre cement sheeting or painted weatherboard, and other materials approved in writing by the Transferor;
  - c) any building which has a front façade 80% or more of the area of which (excluding windows and garage doors) is comprised of one Approved Material;
  - d) any building that has any roof, excluding a roof to a veranda or a curved or skillion roof approved by the Transferor, which:
    - (1) is visible from any street adjacent to the Property; and
    - (2) has a pitch of less than 25 degrees other than minor roof elements such as window awnings, which may have a pitch of not less than 15 degrees;
  - e) an open carport; or
  - f) any building with a meter box on the front façade.
3. Not to erect, construct or permit to be erected or constructed, on a Property which has two street frontages any dwelling which does not address both street frontages by at least:

## **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 2 on Diagram 55101 being the whole of the land in Certificate of Title Volume 1534 Folio 712.

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

- (a) As to Lots 200 and 9000: L642047 Easement burden created in favour of the Electricity Networks Corporation.
- (b) As to Lot 9000: A899618 Easement burden created in favour of the State Electricity Commission.
- (c) As to Lot 9000: L919135 Easement burden created in favour of the Electricity Networks Corporation.
- (d) As to Lots 255, 257, 259, 267, 269, 270, 349 and 350: Easement burden created under Section 167 of the P.&D. Act for water supply purposes to the Water Corporation.
- (e) As to Lot 9000: Easement burden created under Section 167 of the P.&D. Act for sewerage purposes to the Water Corporation.
- (f) As to Lots 255, 257, 259, 267, 269, 270, 349 and 350: Easement burden created under Section 167 of the P.&D. Act for telecommunications supply purposes to the NBN Corporation Pty Ltd.
- (g) As to Lots 255, 257, 259, 267, 269, 270, 349 and 350: Easement burden created under Section 167 of the P.&D. Act for gas supply purposes to WA Gas Networks Pty Ltd.
- (h) As to Lot 9000: L415546 Mortgage 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 8000 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 74618 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

## BLANK INSTRUMENT FORM

**Deed of Restrictive Covenant  
Section 136D Transfer of Land Act**

(Note 1)

**Parties:** **Zamia Property Pty Ltd** ACN 105 654 564 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 2016.

**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.