

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

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O266796 RC

25 Oct 2019 16:13:51 Perth



LODGED BY

JACKSON McDONALD SERVICES PTY LTD
ADDRESS Level 17, 225 St Georges Terrace
PERTH WA 6000
Tel: 9426 6611
PHONE No. Fax: 9321 2002
Landgate Box 152Y

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 17, 225 St Georges Terrace
PERTH WA 6000
Ref: RSL:SQM: 7166480
Calleya Stage 58

PHONE No: (08) 9426 6611

FAX No. (08) 9321 2002

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

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.

I, Sarah Lee, am the solicitor for the (Applicant) I have made or authorised and I have authority to make and to authorise on behalf of such person(s) the amendment(s) (hereon/on the reverse hereof) countersigned by me

Sarah Lee
Witness Date 24/10/2019


Amanda Lee
Solicitor
Level 17, 225
St Georges Terrace
Perth WA 6000

EXECUTED by the Registered Proprietor as a Deed.

SIGNED by Danion John Shephard)
as Attorney for **STOCKLAND WA**)
DEVELOPMENT PTY LIMITED)
(ACN 000 097 825))
under Power of Attorney M120743)
in the presence of:)



Attorney Signature


Witness Signature

Joshua Leigh
Witness Name:

17/263 Adelaide Tce, Perth 6000
Witness Address:

Development Graduate
Witness Occupation:

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SCHEDULE

1. Subdivision Land

Lot 9048 on Deposited Plan 413126 comprising the whole of the land contained in Certificate of Title Volume ~~271~~ Folio ~~838~~ *JM JM*

~~- being part of Lot 9546 on Deposited Plan 414125 comprising the whole of the land contained in Certificate of Title Volume 2954 Folio 317. JM~~

~~- being part of Lot 9047 on Deposited Plan 415256 comprising the whole of the land contained in Certificate of Title Volume 2964 Folio 962. JM~~

2. Burdened Lots

Lots 1576-1585, 1593-1598 and 1601-1606 on Deposited Plan 417419.

3. Benefited Lots

Lots 1576-1585, 1593-1598 and 1601-1606 on Deposited Plan 417419.

4. Encumbrances

Nil.

or

- (ii) has a roof and design features consistent with the form and materials of the Residence;
 - (j) the Residence has a garage which does not have a garage door prior to occupation;
 - (k) the driveway or crossover:
 - (i) is not completed before occupation of the Residence;
 - (ii) is Constructed from plain grey concrete; or
 - (iii) cuts through a public footpath;
 - (l) any roof mounted items are visible from the street or public space, including but not limited to satellite dishes, TV aerials, external hot water services, water tanks, air conditioning units and heating units unless they are located in such a way to minimise their impact on the visual quality and amenity of the area or unless the roof mounted item is a solar panel or solar collector for hot water units and that panel or collector is oriented to maximise its effectiveness;
 - (m) any ground mounted services including but not limited to metre boxes, heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from the public domain, except, in the case of rubbish bins, on local authority collection days;
 - (n) any shed or outbuilding Constructed on the Land is not within the Main Building Line and Secondary Street Building Line unless the shed or outbuilding is not visible from any street or public space; and
 - (o) the windows to all Habitable Rooms do not contain a minimum 6.38mm laminated glazing.
- 3.2 It will not alter, remove or allow to fall into disrepair any fence, retaining wall or entry statement installed by the Registered Proprietor on the Land.
- 3.3 It will not Construct any retaining wall visible from the street or other public space:
- (a) unless of materials matching the materials used on the retaining walls installed by a Registered Proprietor; or
 - (b) containing pre-cast concrete "panel and post".
- 4. Separate and Distinct**
- 4.1 Each Restrictive Covenant is a separate and distinct Restrictive Covenant.
- 4.2 If any Restrictive Covenant or its application to any person or circumstance 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.
- 5. Expiry of Restrictive Covenant**
- 5.1 The Registered Proprietor and the owner of the Land from time to time covenant and agree that this Restrictive Covenant will expire on 30 July 2029.

- B. the elevation abutting the Public Reserve:
 - 1. does not have an Articulated Façade mirrored in the roof design; or
 - 2. does not include at least one Architectural Feature visible from the Public Reserve;
- (d) the Land is a Corner Lot and:
 - (i) the Residence:
 - A. does not address both streets through its design by extending the Primary Street elevation features, colours, materials and Architectural Features, onto the Secondary Street elevation forward of a Return Fence; or
 - B. has an exposed Secondary Street Façade which does not incorporate a window from a Habitable Room with a clear view of the Secondary Street (excluding highlight windows); or
 - (ii) the fencing adjacent to the Secondary Street is:
 - A. more than 1.8 metres high;
 - B. not Constructed of Colorbond colour Grey Ridge (unless otherwise approved by the Registered Proprietor); or
 - C. not set back 4.0 metres or more from the corner truncation;
- (e) the roof to the Residence:
 - (i) does not have:
 - A. a minimum pitch of 24° for hipped and Gabled roofs;
 - B. a minimum pitch of 8° and a maximum pitch of 15° for skillion roofs; or
 - C. eaves or window overhangs to a minimum dimension of 400 millimetres on the primary and secondary elevations except secondary elevations facing south;
 - (ii) has any flat roofs which are not concealed from view from any Primary or Secondary Street or from any Public Reserve by a parapet wall;
- (f) the rear fencing on the Land is:
 - (i) more than 1.8 metres high; or
 - (ii) not Constructed of Colorbond colour Grey Ridge;
- (g) the side boundary fencing on the Land:
 - (i) is more than 1.8 metres high;
 - (ii) is not constructed of Colorbond colour Grey Ridge; or
 - (iii) returns to the Residence less than 1.0 metre behind the front Façade;
- (h) the front fencing on the Land is:
 - (i) more than 1.8 metres high,
 - (ii) not 50% visually permeable above 1.2 metres high;
 - (iii) not Constructed in materials and colours consistent or complementary with the external wall finishes of the Primary Street elevation of the Residence;
- (i) the Residence does not have a garage, or Carport, which:
 - (i) is sufficient for at least 2 motor vehicles side by side if the land is wider than 13 metres;

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Residence.

- 2.24 "Secondary Street" means the road which intersects or adjoins the primary street and does not include the main entry to the Residence.
- 2.25 "Secondary Street Building Line" means the line of the front face of the bricks of the side wall of the Residence facing the Secondary Street.
- 2.26 "Verandah" means a shading structure which has its own separate roof and must be supported by posts, pillars or piers.
- 2.27 "Window Hood" means a structure which is attached to the building and is designed to provide shading to windows.
- 2.28 "Window Overhang" means a structure built into the Residence that shades windows as a substitute to eaves.

3. Restrictive Covenants

The owner, from time to time, of the Land covenants with the registered proprietor of each Benefitted Lot as follows:

3.1 It will not Construct a Residence if:

(a) the Primary Street elevation:

(i) does not have:

- A. an Articulated Façade;
- B. a Façade with at least one step in the floor plan mirrored in the roof design of a minimum 600mm (excluding the garage) where the Land is less than 12.5m wide;
- C. a minimum of two Architectural Features; or
- D. articulation through well considered design, where the Land is less than 12.5m wide;

(ii) has bright or primary colours used as the dominant colour; or

(iii) has a parapet wall:

- A. with gutters that are not concealed; or
- B. that extends forward of the Main Building Line (excluding garages on the boundary);

(b) the Land is less than 13m wide, and:

- (i) the Primary Street Façade does not have at least one window of a Habitable Room overlooking the street or Public Reserve;
- (ii) the Residence has a double garage and does not have an entry feature or room located forward of the garage, but this clause 3.1(b)(ii) does not apply to Laneway access homes; or
- (iii) more than two of the adjacent residences have been or are being Constructed by the Registered Proprietor and the Residence does not have an identifiably different Façade, excluding complementary materials and colour palettes;

(c) the Residence directly abuts a Public Reserve and if vehicle access is via a:

- (i) Laneway and the Public Reserve elevation is not the primary Façade; or
- (ii) Mews or street:
 - A. the mews or street elevation is not the primary Façade; or

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- (h) elevated eaves height with a feature recess or similar detail to the forward/projected part of the roof with an attached, projected feature wall or similar; and
- (i) secondary colour or material eg: contrasting render, brick, weatherboard, stone (minimum 20% of the elevation).
- 2.2 "Articulated Façade" means variations to the elevation through projections and indentations in the floor plan resulting in the creation of shadows and depth to add visual interest.
- 2.3 "Carport" means an open, self supporting structure or a structure under the main roof of the Residence supported by posts, pillars or piers.
- 2.4 "Constructed" means:
- (a) constructed, erected, installed or carried out; and
- (b) permitted to be constructed, erected, installed or carried out, on the Land.
- 2.5 "Corner Lot" means a lot located at the junction of 2 streets, a street and mews or at the junction of a street and public reserve.
- 2.6 "Entry Pergola" means an entry feature with a separate permeable roof and supported by pillars or piers.
- 2.7 "Façade" means the face of the Residence especially the primary or front elevation showing its most prominent Architectural Features.
- 2.8 "Gable" means a triangular top section of a wall on a building with a pitched roof.
- 2.9 "Gambrel" means a triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.
- 2.10 "Habitable Room" includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.
- 2.11 "Land" means the land specified in the Certificate of Title to each individual Burdened Lot.
- 2.12 "Laneway" means a narrow local street without a verge which is located along the rear or side boundary of a lot.
- 2.13 "Louvre Window" means a framed opening, as in a wall, door, or window, fitted with fixed or movable horizontal slats for admitting air and light and shedding rain.
- 2.14 "Main Building Line" means the line measured from the front-most habitable room on the Primary Street elevation of the Residence not the projection of a feature.
- 2.15 "Masonry Gateway Wall" means a self-supporting structure usually detached to the main dwelling and located in front of the primary entry.
- 2.16 "Mews" means a narrow local street without a verge located along the front boundary of a lot.
- 2.17 "Portico" means an entry feature with a separate roof and supported by posts or pillars.
- 2.18 "Primary Street" means the road where the front elevation of the Residence will be situated according to the relevant Detailed Area Plan (if any) which includes the main entry to the Residence.
- 2.19 "Projecting Blade Wall" means a wall which projects forward of adjacent walls, is perpendicular to the Façade and usually extends past the gutter line.
- 2.20 "Public Reserve" means any parkland, bushland or wetland designated as public open space within the residential community of which the Subdivision Land forms part.
- 2.21 "Registered Proprietor" means, as the case requires, the respective registered proprietor of the Subdivision Land identified in Item 1 of the Schedule.
- 2.22 "Residence" means the residence or residences to be Constructed on the Land.
- 2.23 "Return Fence" means a fence that extends from the Secondary Street fencing to the side of the

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BLANK INSTRUMENT FORM**S 136D DEED OF RESTRICTIVE COVENANT**

(Note 1)

THIS DEED is made the 24th day of October 2019

BY:

STOCKLAND WA DEVELOPMENT PTY LIMITED (ACN 000 097 825) of Level 12, Durack Centre, 263 Adelaide Terrace, Perth ("Registered Proprietor")**BACKGROUND:**

1. The Registered Proprietor is the registered proprietor in fee simple of the land described in Item 1 of the schedule ("Subdivision Land").
2. The Registered Proprietor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 417419 ("Plan").
3. In accordance with section 136D of the *Transfer of Land Act*, the Registered Proprietor requires 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 together with the encumbrances set out in Item 4 of the Schedule, 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 as 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. Definitions for Restrictive Covenants

For the purposes of the Restrictive Covenants:

2.1 "Architectural Feature" includes:

- (a) a Verandah with a length of at least 30% of the length of the Primary Street elevation of the Residence, excluding the garage or Carport, and with a depth of at least 1.5m;
- (b) an entry feature such as a Portico, Masonry Gateway Wall or Entry Pergola;
- (c) a balcony;
- (d) a Projecting Blade Wall in a feature colour/material (minimum 500mm in width projecting at least 300mm above the eaves);
- (e) a built in planter box (at least 1m in length);
- (f) a roof feature such as a Gambrel or end Gable;
- (g) a Window Hood;

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O266796] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

9/12/2019 11:46:11

Registration date is amended to 5.12.2019 at 9.00 hours to concur with the IOFD date of Deposited Plan 417419. See letter from lodging party dated 24.10.2019 in Application O266795.