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02 Aug 2005 10:58:54 Perth



REG \$ 80.00

SUBDIVISION  
BY EARLY  
IE PROCESS

LODGED BY

ADDRESS

PHONE No. WESTLAND SETTLEMENT SERVICES PTY LTD  
PO BOX Z5326  
PERTH WA 6831  
FAX No. TEL: 9325 1166 FAX: 9325 3166

REFERENCE No.

ISSUING BOX No. 1935

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

(i) 2

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.	2590-48	Received Items	
2.	Letter	Nos.	2
3.			
4.			
5.		Receiving Clerk	✓
6.			

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.

EXAMINED



**mdk | mony de kerloy**  
Barristers and Solicitors

Department of Land Information  
1 Midland Square  
MIDLAND WA 6056

Dear Sirs

**RESTRICTIVE COVENANT**

We advise that the intention of the restrictive covenants contained in the attached Deed Of Restrictive Covenant is to bind all of the lots created on Deposited Plan 40510 other than lots 8017 and 9016 and is for the benefit of each and every other lot created on the said Deposited Plan.

We further advise that in our opinion the covenants contained in the attached Deed of Restrictive Covenant are restrictive covenants.

Yours faithfully

*MDK*

**MONY DE KERLOY**  
27 June 2005  
00012384.DOC

129 Royal Street T: 08 9221 5326  
PO Box 6141 F: 08 9221 5402  
East Perth WA 6892 E: mdk@bekkers.com.au ABN 89 318 631 804



2. The burden of the covenants and restrictions contained in the preceding clause 1, hereof or otherwise implied hereunder shall run and bind each Lot on the Subdivision Plan and bind the registered proprietor and its successors in title, transferees and assigns of each Lot and shall endure for the benefit and be enforceable by each and every other registered proprietor of every other Lot on the Subdivision Plan and their successors in title, transferees and assigns.
3. When at any time two (2) or more persons or corporations own a joint interest in any Lot, their liability hereunder will be joint and several. Any person who becomes, is or was a registered proprietor of a Lot will be liable for any breach of the restrictive covenant affecting that Lot which occurs while that person or corporation was the (or one of the) registered proprietor(s) of that Lot.
4. A person who becomes a registered proprietor of a Lot may, whilst that person is the registered proprietor, enforce or take action in respect of the breach of the restrictive covenants created by this Deed while the person is a registered proprietor of that Lot notwithstanding the breach complained of in respect of another Lot may have occurred prior to the registered proprietor of the Lot on the Subdivision Plan.
5. The restrictive covenants as outlined in the preceding clause 1 shall cease to exist on 31 December 2010.

- (vi) any dwelling house of a height greater than six metres (6m) to the underside of the eaves and nine meters (9m) overall as measured from finished ground levels, respectively;
  - (vii) any garage and/or carport that cannot house at least two (2) vehicles, and that is not constructed of the same materials as the dwelling house provided that the same shall not apply to garages and carports which are screened from the street view;
  - (viii) a fence parallel to the primary street frontage and located between the side of the dwelling house and the side boundary unless constructed either of painted and capped fibrous cement, solid masonry or painted timber picket, or a combination of powder-coated pool fencing and masonry;
  - (ix) more than one (1) vehicle crossover which may be single or double in width;
  - (x) a fence along the primary street frontage unless the fence is one metre (1m) in height and is not constructed of a material other than either solid masonry or painted timber picket or a combination of powder-coated pool fencing and masonry;
  - (xi) any side or rear fence or a fence fronting a lane unless it is constructed in such a way that it is not possible to see through it and unless the fence is one point eight metres (1.8m) in height;
  - (xii) any side fence within the front setback of a dwelling house which is greater in height than one metre (1m) and not constructed of the same or complementary materials as the front fence;
  - (xiii) a fence along its secondary street frontage of a corner Lot unless it commences from the building setback and unless the fence is one point eight metres (1.8m) in height and is not constructed of material other than masonry or painted and capped fibrous cement with two (2) painted and capped decorative columns and one (1) verge post;
  - (xiv) any dwelling house without an open space located behind the front setback with an area of not less than twenty-four square metres (24m<sup>2</sup>) and with one (1) of its sides not less than four metres (4m);
  - (xv) any dwelling house which does not have a separate screened storage area, or store room of at least four square metres (4m<sup>2</sup>) which is not constructed of the same or similar material as the dwelling for the storage of large PVC wheeled rubbish bins if such storage area or store room is visible from the primary street; and
  - (xvi) any dwelling house which does not include landscaping to the front yard of such dwelling and which does not utilise a combination of instant turf, flowering plants and shrubs and which is not completed within three (3) months of practical completion of such dwelling house;
- (c) change or permit or suffer to be changed on the Lot the site level by more than point two metres (0.2m) from the existing site levels as at the date of purchase; and
- (d) from the date of the Contract for the purchase of the Lot hereby transferred and for a period of two (2) years after the date of registration of the transfer of such Lot and before any building is erected thereon display thereon any "For Sale" sign provided that this restriction shall not operate to prevent the registered proprietor from selling or otherwise disposing of the said Lot.

THIS DEED IS MADE THE

1<sup>st</sup>

DAY OF

July

2005

BY

**ALLIED LAND COMPANY PTY LTD (ACN 008 676 873)** of Level 2, 47 Colin Street, West Perth in the State of Western Australia ("Allied Land").

WESTERN AUSTRALIA  
DEED  
REGISTERED  
DATE 05/07/2005  
FEE \$ 1,100.00  
[...]

RECITALS

- A. Allied Land is the registered proprietor of an estate in fee simple in Lot 9015 on Deposited Plan 45032 being the whole of the land contained in Certificate of Title Volume 2590 Folio 48 ("the Land").
- B. Allied Land proposes to make an application to register Deposited Plan 40510 in relation to the Land ("Subdivision Plan").
- C. Pursuant to section 136D of the *Transfer of Land Act 1893*, Allied Land wishes to create a restrictive covenant on each lot the subject of the Subdivision Plan, other than lots 8017 and 9016 on Deposited Plan 40510 ("Excluded Land"), for the benefit of all lots on the Subdivision Plan which is not Excluded Land (all lots on the Subdivision Plan which are not Excluded Land are hereinafter referred to as "Lot" or "Lots").

OPERATIVE PART

1. **RESTRICTIVE COVENANT**

Pursuant to section 136D of the *Transfer of Land Act 1893*, Allied Land hereby creates restrictive covenants on each Lot the subject of the Subdivision Plan in the following terms:

A registered proprietor shall not:

- (a) use a Lot for any purpose other than the erection thereon of a single dwelling house with its usual conveniences and that no building erected on the said Lot shall be used for any purpose other than a single dwelling house;
- (b) erect or commence to erect or permit or suffer to be erected or commenced to be erected on a Lot:
  - (i) any dwelling house having a floor area of less than one hundred and forty metres square (140m<sup>2</sup>) contained within the internal walls of the main body of such dwelling house but not including garage and carport and outbuildings;
  - (ii) any dwelling house with a roof construction other than that traditional in form, that is, symmetrical roof planes and gables and with a minimum pitch of twenty-five degrees (25°) if visible from public areas, street or open space;
  - (iii) any dwelling house with a roof construction of cliplock flat metal decking or white colorbond;
  - (iv) any dwelling house with a roof pitch fronting onto the street verge, with any solar hot water or electrical unit provided that this clause shall apply to both roof pitches fronting onto the street verges in the case of a corner Lot and any dwelling house with an air conditioner or electrical facility which may interfere with the quiet enjoyment of the occupants of a neighbouring Lot;
  - (v) any dwelling house with exterior wall facing the street or public areas which are not constructed predominantly of masonry;

**Deed of Restrictive Covenant**  
**Rockingham: Stage 15**

**mdk | mony de kerloy**  
Barristers and Solicitors

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East Perth WA 6004  
PO Box 6141  
East Perth WA 6892

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