

TRENT HOLDINGS PTY LTD
ABN 58 031 363 933

DEED OF RESTRICTIVE COVENANT
DEPOSITED PLAN 416328



lawyers

Level 3, 45 St Georges Terrace
PERTH WA 6000

Tel: (08) 6210 7070

Fax: (08) 9221 2264

Email: dclark@cwslawyers.com

Web: www.cwslawyers.website

Ref: DJC:MD:GM2104618

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THIS DEED is made the _____ day of _____ 2019

BY: **TRENT HOLDINGS PTY LTD ABN 53 031 363 933** of 70 Parry Street, Perth, Western Australia and which expression shall include its successors and assigns ("the Owners")

WHEREAS:

- A. The Owners are the registered proprietors of the land described in Part 1 of the Schedule ("the Land"). The Land is encumbered by the limitations, interests, encumbrances and notifications described in Part 2 of the schedule.
- B. The Owners intend to subdivide part of the Land and have lodged a plan of subdivision with the Western Australian Planning Commission for approval numbered 416328 ("the Plan").
- C. In accordance with Section 136D of the Transfer of Land Act the Owners require each of the lots numbered 2501 to 2511 (inclusive), 2513, 2514, 2548, 2561 to 2566 (inclusive), 2586 and 2587 on the Plan ("the lots") to be encumbered by the restrictive covenants set out in Annexure "A" hereto ("the restrictive covenants"), so that the restrictive covenants will be noted on the Plan and when separate Certificates of Title issue for each of the lots, the burden of the restrictive covenants is to be noted on each Certificate of Title.

NOW THIS DEED WITNESSES as follows:

1. CERTIFICATES OF TITLE

Each Certificate of Title which issues for each lot is to be encumbered by the restrictive covenants which shall run with each lot for the benefit of every other of the lots.

2. RESTRICTIVE COVENANTS

The Owners intend that the burden of the restrictive covenants is to:

- (a) run with each lot for the benefit of every other lot; and
- (b) be enforceable against the registered proprietor of a lot by the Owners and every subsequent registered proprietor of every other lot.

3. TERM OF RESTRICTIVE COVENANTS

The restrictive covenants shall expire and cease to have effect from and including 31 December 2028.

4. SEPARATE AND DISTINCT COVENANT

Each restrictive covenant is a separate and distinct restrictive covenant, and 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. DEFINITIONS

Terms defined in this Deed shall have the same meaning when they occur in the restrictive covenants and in particular:

“Dwelling” means the dwelling house to be constructed by the Buyer on the Property.

“Project Manager” means Terranovis Pty Ltd of Level 1, 16 Ogilvie Road, Mount Pleasant WA 6153, PO Box 1320 Canning Bridge Applecross WA 6153, Telephone 08 9435 3900 or Facsimile 08 9336 4672.

“Single House” means a single house as defined in the State Planning Policy 3.1 – Residential Design Codes.

IN WITNESS WHEREOF the Owners have executed this Deed the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED by)
))
..... as)
attorney for **TRENT HOLDINGS PTY LTD**)
(ACN 131 646 010) under power of)
Attorney L584052 dated 21 March 2011 in)
the presence of:)
))
Signature of witness)
IAN CORNELL)
))
Name of witness (block letters))
600 BEALIFORT ST MT LAWLEY)
))
Address of witness) By executing this document the attorney
) states that the attorney has received no
REAL ESTATE AGENT) notice of revocation of the power of
) attorney
Occupation of witness)

Devens.

SCHEDULE

PART 1

The Land:

Lot 9006 on Deposited Plan 407054 being the whole of the land in Certificate of Title Volume 2894 Folio 154

PART 2

Limitations, interests, encumbrances and notifications:

1. Easement Burden created under Section 167 P. & D. Act for sewerage purposes to Water Corporation – see Deposited Plan 407054 as created on Deposited Plan 70123.
2. Easement Burden created under Section 167 P. & D. Act for drainage purposes to Local Authority – see Deposited Plan 407054 as created on Deposited Plan 75026.
3. Easement Burden created under Section 167 P. & D. Act for sewerage purposes to Water Corporation – see Deposited Plan 407054 as created on Deposited Plan 75026.
4. Easement Burden created under Section 167 P. & D. Act for sewerage purposes to Water Corporation – see Deposited Plan 407054 as created on Deposited Plan 402658.
5. Easement Burden created under Section 167 P. & D. Act for water purposes to Water Corporation – see Deposited Plan 407054 as created on Deposited Plan 402658.
6. Easement Burden created under Section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation – see Deposited Plan 407054 as created on Deposited Plan 402658.
7. Easement Burden created under Section 167 P. & D. Act for gas purposes to WA Gas Networks Pty Ltd – see Deposited Plan 407054 as created on Deposited Plan 402658.
8. Easement Burden created under Section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation – see Deposited Plan 407054.

ANNEXURE 'A'

RESTRICTIVE COVENANTS

"The registered proprietor covenants:

- (1) Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the Owners or any Project Manager appointed by the Owners ("Project Manager"):
 - (a) Where the Lot is less than 400 square metres in area, any single house other than a single, private, non-transportable dwelling house having a floor area of 140 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;
 - (b) Where the Lot is equal to or greater than 400 square metres in area, any single house other than a single, private, non-transportable dwelling house having a floor area of 160 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;
 - (c) Where the Lot area is equal to or greater than 600m² in area, any single house shall be as set out in 1(b) above. Where two primary dwellings are built on the Lot, they shall each have a floor area of 130m² or more with the same conditions as set out in 1(b);
 - (d) Any dwelling having a roof pitch of less than 24 degrees, or any dwelling with a roof constructed of zincalume or any other significantly reflective material;
 - (e) Any dwelling not having at least one feature (for example, a gable, bay window, verandah, portico, window hood) to the front façade to add visual interest;
 - (f) Any single house without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:
 - (i) includes a garage door sufficient to completely screen the interior of the garage from the street;
 - (ii) is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling house in respect of the design, materials used, roof pitch and external

appearance, including colour and quality of appearance;

- (iii) Includes a driveway and cross-over constructed of brick paving or exposed aggregate and extending to the road kerb in the same material;
- (g) Any pergola or like structure which is visible from the street or road adjacent to the Lot or from adjacent lots unless the pergola or like structure is constructed of the same materials and of the same colour and style as the walls and the roof of the main dwelling constructed on the Lot;
- (h) Any retaining wall that faces a street frontage unless constructed of:
- (i) the same brick or with the same finish as the walls of the main dwelling on the Lot; or
 - (ii) the same material as used by the Owners in the construction of retaining walls for the estate.
- (i) Any fence forward of the front building line of the dwelling house or any fence to the front boundary facing the street;
- (j) Any fence to the rear of the front building line of the dwelling house unless the fence is capped and the colour of such fence is the colour "Riversand" as specified by BlueScope Steel Limited in its Colourbond fencing colour range or a substantially equivalent colour;
- (k) Any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:
- (i) is substantially hidden from public view from immediately adjacent streets and parks;
 - (ii) is not constructed of zincalume or any other significantly reflective material; and
 - (iii) does not project above the height of any surrounding boundary fence by more than 300mm.
- (l) Any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 metres, unless such structure:
- (i) is substantially hidden from public view from immediately adjacent streets and parks;
 - (ii) is not constructed of zincalume or any other significantly reflective material; and

- (iii) does not project above the height of any surrounding boundary fence by more than 600mm.

 - (m) Any free-standing structure (including a garden shed, storage shed or work shed) in excess of 36 square metres, unless such structure matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;
 - (n) Any structure attached to the dwelling house, unless such structure matches the dwelling house in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view;
 - (o) Any hot water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturer's instructions and which is hidden from public view;
 - (p) Any air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof;
 - (q) A letterbox which is not located adjacent to the driveway, clearly numbered, or does not match or compliment the residence.
- (2) Not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view.
- (3) Once a dwelling house is completed, not to drive or permit or allow to be driven any vehicles over the Lot unless those vehicles are driven over driveways and crossovers constructed on the Lot;
- (4) Not to conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle, on the Lot or any part other than wholly within a garage on the Lot or any part thereof;
- (5) Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the land unless first approved by the Project Manager.
- (6) Not to allow the front yard and verge abutting the Lot to become overgrown or invaded by weeds or to fall into a state of disrepair or damage any trees planted on the verge abutting the Lot;
- (7) Not to erect or display on the Lot any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling house constructed on the Lot or advertising a business operating from the Lot, provided such sign does

not exceed 500mm by 500mm in its dimensions. Any sign or advertising material erected or displayed on the Lot in breach of this covenant may be removed without notice by the Project Manager.

- (8) Not to permit or authorise any part of a residence constructed on the Lot to be used in any way directly or indirectly for any retail, business, commercial or non-residential purpose other than a business purpose which is quiet and unobtrusive and which does not in any way detract from the general amenity of the Lot;
- (9) Not to raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on any part of the Lot provided that this restriction does not operate to prevent the Transferee from keeping domestic pets on the Lot;
- (10) Not to accumulate or permit to accumulate any rubbish, trash or garbage or other waste material on any part of the Lot except in appropriate waste container located in appropriate areas which are screened or concealed from view so as not to be visible from any street on to which the Lot fronts; and
- (11) Not to park, keep or store or allow to be parked, kept or stored on the Lot or on the road reserve next to or adjacent to the Lot any sea container or similar transportable storage unit, any unlicensed motor vehicle, any commercial, industrial or agricultural machinery of any kind having either a length, width or height that exceeds 2 metres, or any other item that would breach the City of Mandurah's Consolidated Local Law by parking, keeping or storing the item on the Lot or the road reserve next to or adjacent to the Lot. "

OFFICE USE ONLY

DEED OF RESTRICTIVE COVENANTS

(INSERT DOC TYPE HERE)

LODGED BY CWS Lawyers
ADDRESS Level 3, 45 St Georges Terrace PERTH WA 6000
PHONE No. (08) 6210 7070
FAX No. (08) 9221 2264
REFERENCE No. DJC:MD:GM2104618
ISSUING BOX No. 888(V)

PREPARED BY CWS Lawyers
ADDRESS Level 3, 45 St Georges Terrace PERTH WA 6000
PHONE No. (08) 6210 7070 FAX No. (08) 9221 2264
REFERENCE No. GM2104618

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

[Empty box for document instructions]

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
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