

DATED

2015

**TRENT HOLDINGS PTY LTD**  
**ACN 131 646 010**

**DEED OF RESTRICTIVE COVENANT**  
**DEPOSITED PLAN 405403**



Level 3  
45 St Georges Terrace  
PERTH WA 6000  
Tel: (08) 6210 7070  
Ref: DJC:MD:GM2102727



**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2015

**BY:** **TRENT HOLDINGS PTY LTD ACN 131 646 010** of 70 Parry Street, Perth  
("Trent Holdings")

**WHEREAS:**

- A. Trent Holdings is the registered proprietor of the land described in Part 1 of the Schedule to this Deed ("the Land"). The Land is encumbered by the limitations, interests, encumbrances and notifications described in Part 2 of the Schedule to this Deed.
  
- B. Trent Holdings intends to subdivide the Land and has lodged a plan of subdivision with the Western Australian State Planning Commission for approval, Deposited Plan 405403 ("the Plan").
  
- C. In accordance with Section 136D of the Transfer of Land Act, Trent Holdings require Lots 2542 to 2545 (inclusive), Lots 2683 to 2685 (inclusive) and Lots 2709 to 2712 (inclusive), Lots 2732 to 2750 (inclusive) and Lots 2756 to 2763 (inclusive) in 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 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 of the lots 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

Trent Holdings intends that the burden of the restrictive covenants is to:

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

3. TERM OF RESTRICTIVE COVENANTS

The restrictive covenants shall expire and cease to have effect from and including 31 December, 2021.

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

Any terms defined in this Deed shall have the same meaning when used in the restrictive covenants.

**IN WITNESS WHEREOF** Trent Holdings Pty Ltd has executed this Deed the day and year first hereinbefore written.

Executed by  
**TRENT HOLDINGS PTY LTD**  
**ACN 131 646 010**

Kevin John Jeavons )  
 ..... as )  
 attorney for **TRENT HOLDINGS PTY LTD** )  
 (ACN 131 646 010) under power of )  
 Attorney L584052 dated 21 March 2011 in )  
 the presence of: )  
 X [Signature] )  
 Signature of witness )  
 X LEAHNG VISUK )  
 Name of witness (block letters) )  
 12 BEBONA ST DUNDAS )  
 Address of witness )  
 FINANE YUNAN )  
 Occupation of witness )

By executing this document the attorney )  
 states that the attorney has received no )  
 notice of revocation of the power of )  
 attorney )

Jeavons.

↑ Kevin

**SCHEDULE**

**PART 1**

**The Land:**

Lot 9003 on Deposited Plan 402658 and being the land comprised in Certificate of Title Volume 2848 Folio 366

**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 402658 as created on Deposited Plan 70123
2. Easement Burden created under Section 167 P & D Act for Water purposes to Water Corporation – see Deposited Plan 402658 as created on Deposited Plan 70123
3. Easement Burden created under Section 167 P & D Act for Drainage purposes to Local Authority – see Deposited Plan 402658 as created on Deposited Plan 70526
4. Easement Burden created under Section 167 P & D Act for Sewerage purposes to Water Corporation – see Deposited Plan 402658 as created on Deposited Plan 70526
5. Easement Burden created under Section 167 P & D Act for Electricity purposes to Electricity Networks Corporation – see Deposited Plan 402658 as created on Deposited Plan 76928
6. Easement Burden created under Section 1367 P & D Act for Sewerage purposes to Water Corporation see Deposited Plan 402658
7. Easement Burden created under Section 167 P & D Act for Water purposes to Water Corporation see Deposited Plan 402658
8. Easement Burden created under Section 167 P & D Act for Electricity purposes to Electricity networks Corporation see Deposited Plan 402658
9. Easement Burden created under Section 167 P & D Act for Gas purposes to WA Gas Networks Pty Ltd see Deposited Plan 402658

## 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 Trent Holdings or any Project Manager appointed by Trent Holdings ("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 600m<sup>2</sup> any single house shall be as set out in 1(b) above. Where 2 primary dwellings are built on the lot, they shall each have an area of no less than 130m<sup>2</sup> 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 dwelling 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*



- (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. "*





DEED OF RESTRICTIVE COVENANT

(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:GM2102727

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. GM2102727

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. _____	Receiving
6. _____	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.



EXAMINED