

0076673 RC

23 Jan 2019 10:51:55 Perth



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.

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.

LODGED BY: *Paul Garrett's Conveyancing WA*ADDRESS: *PO Box 157*PHONE NO: *Karrinyup WA 6921*FAX NO: *94400688*

REFERENCE NO:

ISSUING BOX NO: *888V Perth*

PREPARED BY: Chalmers Legal Studio

ADDRESS: Studio 7, 82 King Street
PERTH WA 6000
Our Ref: LC:44478P:as-01
Revised 07/11/2018

PHONE NO: 9360 4100

FAX NO: 9360 4199

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

3/4

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.

EXAMINED

EXECUTED by PRM PROPERTY)
PTY LTD (ACN 144 543 019))
pursuant to section 127 of the)
Corporations Act 2001:)

Director and Sole Secretary
Sole Director and Sole Secretary

STEPHEN JOHN ROBERTSON

Full Name (Please Print)

* Delete if inapplicable

Director/Secretary *

Full Name (Please Print)

ENCUMBRANCE

Mortgage N968863 to Commonwealth Bank of Australia

We, the Commonwealth Bank of Australia (ACN 123 123 124), being the Mortgagee under Mortgage Number N968863 registered as an encumbrance against the Land hereby consent to this Deed.

THE COMMON SEAL of THE COMMONWEALTH)
BANK OF AUSTRALIA (ACN 123 123 124) by its)
Attorney)
under Power of Attorney No. M26349.....)
in the presence of:)

Signature of Attorney

Mark Mackenzie
Associate Director
Bankwest Property Finance

Office held by Attorney

Signature of Witness

JULIE MICHELE HISLOP

Full Name of Witness (Please Print)

C/- BANKWEST PROPERTY FINANCE
300 MURRAY STREET, PERTH WA 6000

Address of Witness

ASSOCIATE DIRECTOR

Occupation of Witness

- 3.1.21.1 1.0m in height, maintaining the surveillance of the street from dwellings;
- 3.1.21.2 integrate and complement the dwelling design; or
- 3.1.21.3 incorporate screen-planting elements.
- 3.1.22 Increase the finished level of the Lot as determined by PRM Property Pty Ltd Project Manager by more than 400mm.
- 3.1.23 Install any TV antenna, radio antenna or satellite dish that is visible from the street.
- 3.1.24 Permit excessive weeds or rubbish to collect on the Lots prior to, during, and after construction commences. Excavation material, rubbish or builders waste must not be deposited on adjoining properties, nature strips or public areas during construction, but must be stored in a covered bin.
- 3.1.25 Permit building materials, temporary toilets or building equipment to be stored outside of the Burdened Lot boundary.
- 3.1.26 Permit builders or subcontractors to park on adjoining allotments, surrounding public areas, or nature strips.

4. Burdened of Covenant

The Burdened Land is burdened by the Covenants.

5. Benefit of Covenant

The Benefited Land is benefited by the Covenants.

SCHEDULE

ENCUMBRANCES

(a) In respect of Lot 9002:

- (i). Easement burden created under Section 167 P&D Act. For drainage purposes to City of Armadale – See Deposited Plan 412683;
- (ii). Easement burden created under Section 167 P&D Act. For sewerage purposes to Water Corporation – See Deposited Plan 412683;
- (iii). Mortgage to Commonwealth Bank of Australia N968863

EXECUTED as a deed.

- 3.1.5.9 in all other respects, complied with the Design Guidelines.
- 3.1.6 Construct or permit to be constructed or bring on to the Lots any outbuilding that is visible from the street or neighbouring property (including any detached garage, workshop, garden shed, storage shed, gazebo, pergola, patio or the like) unless constructed in materials that match, compliment or are consistent with colours of the residence.
- 3.1.7 Subject to clause 3.1.5, construct any garden shed on the Burdened Lot with an area greater than 6m², and with a height exceeding 2.4m and a width or depth exceeding 3m.
- 3.1.8 Permit any rubbish disposal containers (bins) on the Lots to be visible from any public street or thoroughfare except on days allocated by the local authority for rubbish collection from the Burdened Lot, or submit building plans that do not identify two bin storage locations screened from public view.
- 3.1.9 Permit garden areas on the Lots and within public view to remain unlandscaped after 3 months of occupation of the residence. This includes any areas of verge or road reserve immediately abutting the Lot.
- 3.1.10 Carry out or permit to be carried out on the Lots any repairs or restorations of any motor vehicle, boat, trailer or other vehicle or any aircraft unless screened from public view at all times.
- 3.1.11 Park commercial vehicles including trucks, buses and tractors on the Burdened Lot greater than 3 tonnes or longer than 4 metres, unless within a garage or when used during the normal course of business by a visiting tradesman.
- 3.1.12 Store boats, caravans and camper trailers on the Burdened Lot unless in accordance with the provisions of the relevant town planning scheme and stored in the rear yard, on the driveway or on a dedicated hardstand that compliments the driveway and are maintained in a sound, tidy and roadworthy manner. All other trailers not used in the normal course of business must not be visible to the public.
- 3.1.13 Install any roof mounted solar hot water system that is not colour matched to the roof and mounted flush to the roof pitch in accordance with the Design Guidelines.
- 3.1.14 Install an air conditioning unit on the roof that is not colour matched to the roof, or is visible to the street or above the ridge line of the roof in accordance with the Design Guidelines.
- 3.1.15 Construct or permit to be constructed any fence on the Burdened Lot forward of the building frontage set-back line, unless approved by PRM Property Pty Ltd Project Manager.
- 3.1.16 Construct, bring on to or use an incinerator on the Lots.
- 3.1.17 In respect of any wall or fence constructed on or between the boundary of the Burdened Lot and any adjacent road reserve where such wall forms part of a wall constructed to define the approximate boundaries of the land comprised in the plan and in relation to that part of the wall which abuts the Burdened Lot:
- 3.1.17.1 do or permit any act or thing which does or is likely to cause any removal, alteration, marking or defacement of such wall or fence;
- 3.1.17.2 permit such wall or fence to fall into disrepair or to become unsafe and, without limiting the foregoing, not to permit any tree or plant or any building or other thing to cause that wall to be or become structurally unsound; or
- 3.1.17.3 permit such wall or fence to be repaired or renewed unless the repair or renewal is made of the same material and is in the same style and colour which such wall or fence was originally constructed.
- 3.1.18 Permit boundary fencing to exceed 1.8m in height above the ground level.
- 3.1.19 Alter or permit to be altered the level of the surface of the Lots within 3 metres of any retaining wall or fence located on or within the boundaries of the Burdened Lot.
- 3.1.20 Permit any side boundary fence to extend forward of the building line to the front elevation. Where a parapet wall is incorporated, no fencing will extend forward of the parapet wall.
- 3.1.21 Permit front fencing to dominate the streetscape. If used, it must be limited to:

3. Covenants

- 3.1 The Burdened Owner, pursuant to Section 136D of the *Transfer of Land Act 1893*, as amended, covenants for itself, as the person registered as the proprietor of an estate in fee simple in the Burdened Land, that the Burdened Owner will not:
- 3.1.1 Commence any development on a Burdened Lot without first having the plans and specifications approved by PRM Property Pty Ltd and the City of Cockburn.
 - 3.1.2 Develop the Burdened Lot (including construct the Residence) otherwise than in accordance with the Design Guidelines, unless approved otherwise by the City of Armadale and PRM Property Pty Ltd Project Manager.
 - 3.1.3 Construct, erect or install, or permit to be constructed, erected or installed on the Burdened Lot a Residence that does not comply with the Residential Design Codes of Western Australia.
 - 3.1.4 Construct, erect or install, or permit to be constructed, erected or installed on the Burdened Lot a Residence:
 - 3.1.4.1 without drawings and specifications (including a schedule of external finishes) being first submitted to PRM Property Pty Ltd Project Manager for its formal approval;
 - 3.1.4.2 without complying with the Design Guidelines;
 - 3.1.4.3 without complying with any condition imposed by PRM Property Pty Ltd; and
 - 3.1.4.4 that is not in accordance with clause 3.1.5 of the Restrictive Covenant.
 - 3.1.5 Construct, or permit to be constructed, on the Burdened Lot any Residence other than a house having:
 - 3.1.5.1 Had the Residence's design assessed by an appropriately accredited energy efficiency assessor, or assessment process in accordance with the Design Guidelines.
 - 3.1.5.2 All structural walls predominantly constructed of brick, masonry or rendered finish or as otherwise approved by PRM Property Pty Ltd Project Manager in accordance with the Design Guidelines.
 - 3.1.5.3 Roofs covered either with:
 - (a) clay or concrete tiles; or
 - (b) metal sheeting having its exterior surface painted or otherwise coated, sealed or treated so as not to have highly light-reflective qualities, unless screened from public view as incorporated within the Design Guidelines.
 - 3.1.5.4 A double garage (suitable to fully contain two standard family sedans with garage door closed), that forms part of the main Residence that is fitted with a panel lift door of a timber or colourbond steel finish or, where separate, materials and design are consistent with the main home.
 - 3.1.5.5 A traditional roof that is pitched at an angle of not less than 24 degrees 38 minutes and not exceeding 45 degrees, except verandahs, canopies and pergolas which may have a shallower pitch. Where alternative roof profiles such as flat, concealed, skillion, cantilevered or curved roof pitches are proposed, coloured elevation plans are to be submitted to PRM Property Pty Ltd Project Manager for consideration, who may approve, reject or amend the plans at its absolute discretion.
 - 3.1.5.6 Been designed to address the street or public open space by way of design, fenestration and main entrance and, in relation to a residence constructed on a corner Lot, been designed to address both street frontages.
 - 3.1.5.7 Prior to, or on completion of construction of the residence, a double cross-over and driveway, not wider than 6 metres, constructed of brick paving or concrete finished in a decorative manner (e.g. stencilled, exposed aggregate, terrazzo, limecrete) with natural concrete only permitted in between the road kerb and any existing footpath.
 - 3.1.5.8 Prior to, or on completion of construction of the residence a clearly numbered brick or masonry letterbox finished to match or compliment the residence; and

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT SECTION 136D TLA**

(Note 1)

THIS DEED is made on the 19th day of November 2018.

BY: PRM PROPERTY PTY LTD (ACN 144 547 019) of 19 Hardy Street, South Perth in the State of Western Australia ("the Burdened Owner")

1. Recitals

- 1.1 The Burdened Owner is registered as the proprietor of the Land subject to the Encumbrances.
- 1.2 The Burdened Owner is desirous of subdividing the Land by the registration of the Deposited Plan so that the Benefited Land and the Burdened Land are separate lots.
- 1.3 The Burdened Owner, pursuant to Section 136D of the *Transfer of Land Act 1893*, as amended, enters into the Covenants for the benefit of the Benefited Land upon the terms herein.

THIS DEED WITNESSES:

2. Definitions

2.1 In this Deed:

"Benefited Owner" means PRM Property Pty Ltd and its respective successors in title of the Benefited Land and all persons deriving title from them;

"Burdened Owner" means PRM Property Pty Ltd and its respective successors in title of the Burdened Land and all persons deriving title from them;

"Burdened Land" means Lots on the Deposited Plan other than the Excluded Lots;

"Covenants" means the covenants granted by the Burdened Owner out of the Burdened Land for the benefit of the Benefited Land details of which are set out in clause 3 of this Deed;

"Deposited Plan" means Deposited Plan 415577;

"Design Guidelines" means the Aspire – Piara Waters Residential Design Guidelines for The Nursey at Aspire Subdivision;

"Encumbrances" means the encumbrances described in the Schedule to this Deed;

"Excluded Lots" means Lots 8023 and 9034 on the Deposited Plan;

"Land" means Lot 9002 on Deposited Plan 412683, the whole of the land in Certificate of Title Volume 2950 Folio 81.

"Lot" means a lot on the Deposited Plan; and

"Residence" means a single or multiple residential dwelling.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O076673] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

8/3/2019 07:38:41

Registration date amended to 6.3.2019 at 9.00 hours due to lot sync process. See letter from lodging party dated 7.3.2019 in Application O076671.

8/3/2019 07:45:18

Clause 2.1 of Restrictive Covenant O076673 is amended by the inclusion at Clause 2.1 the following words "Benefited Land" means all the lots on the Deposited Plan other than the Excluded Lots. See letter from the preparing party dated 7.3.2019

Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: The Nursery
Our Ref: O076671
Enquiries: Jim Peter
Telephone: 9273 7361
Facsimile: 9273 7673

7 March 2019

PAUL GARNETTS CONVEYANCING W A
PO BOX 157
KARRINYUP WA 6921
AU

Facsimile: 94400477
Email:
Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Doc. No	Description	Req. Fee
O076671	The lodging party must submit a signed letter requesting that the lodgement date of the documents be amended to the same date that the plan was placed In Order For Dealings.(See Land Titles Registration policy and procedure guide SUB-01 Subdivision and Customer Information Bulletin 197 Appendix B)	85.60
O076673	Restrictive Covenant O076673 does not define what is meant by "Benefited Land".	0

Requisition Sub Total \$ 85.60
Additional Fee \$ 0
TOTAL FEE Payable \$ 85.60

Sincerely,



JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

PAYMENT OPTIONS

BY CREDIT CARD: Any credit card payments to be made to our customer services team on 92737373

IN PERSON: Landgate, 1 Midland Square, Midland.
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: PO Box 2222, Midland WA 6936 or DX 88
(Cheques or money orders to be made payable to Landgate.)

BY FAX: 9273 7673

DEALING NO: O076671

CONTACT PERSON: Jim Peter

YOUR REFERENCE: The Nursery

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX)

EBIS Account Number

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Western Australian Land Information
Authority Office Use Only

Order No: _____

EBIS Company Name:

Amount: **Fax Requisition Fee \$**_____ **Additional Fees \$**_____ **Total \$**_____

I hereby authorise the Western Australian Land Information
Authority to debit the above EBIS account:

(Signature of person authorising payment)

Name of person authorising payment:
(Please Print Name)

Contact Phone No:

CHALMERS
legal studio Pty Ltd

7 March 2019

Landgate
P.O. Box 2222
MIDLAND WA 6936

Attention: Mr Jim Peter

By facsimile: 9273 7673

Dear Jim,

Document O076671

I refer to your requisition notice dated 7 March 2019 in relation to the above-mentioned document.

I act for PRM Property Pty Ltd.

I hereby authorise you to amend the document by the inclusion at clause 2.1 of the following words:

"Benefited Land" means all the Lots on the Deposited Plan other than Excluded Lots.

Yours faithfully,
Chalmers Legal Studio

Lynton Chalmers
Legal Director

Email: lchalmers@chalmerslegalstudio.com.au

Our Ref: LC:44478P:kc-01
Your Ref:

Liability limited by a scheme approved under Professional Standards Legislation

Studio 7, 82 King Street, Perth WA 6000
corporate@chalmerslegalstudio.com.au
www.chalmerslegalstudio.com.au
9360 4100
9360 4199
94 118 498 392

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