

**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.
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.

OFFICE USE ONLY

**N408139 RC**

12 Aug 2016 15:19:55 Perth



Lodged By

~~Worldwide Settlements Pty Ltd~~  
**WORLDWIDE SETTLEMENTS PTY LTD**  
 ACN 008 957 999  
 102/48 OUTRAM STREET  
 WEST PERTH WA 6005  
 PH 9481 4506 FAX 9481 5051

Reference No.  
 Issuing Box No. **403 A**

Prepared By Tottle Partners  
 Level 40  
 Address 108 St Georges Terrace  
 PERTH WA 6000  
 Phone No. 9217 6700  
 Fax No. 9217 6710  
 E-Mail  
 Reference No. GCT: 20150306  
 Issuing Box No. 355J

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

2/4

**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

EXECUTED as a deed.

EXECUTED by  
**WALSEC PTY LTD ACN 008 742 612**  
in accordance with section 127 of  
the *Corporations Act 2001*



.....  
Director/Company Secretary

**SHIRLEY JOYCE PIPER**  
.....  
Name of Director/Company Secretary



.....  
Director

**LEXAN NEVILLE PIPER**  
.....  
Name of Director

**CONSENT OF ENCUMBRANCERS**

**IRVINE PROPERTIES PTY LTD ACN 104 856 488** as Mortgagee of Mortgage N023911  
CONSENTS to the grant of the Covenants in this deed as a burden on the Burdened Land and for the benefit of the Benefited Land.

Dated the **21<sup>ST</sup>** day of **APRIL** 2016

EXECUTED by  
**IRVINE PROPERTIES PTY LTD ACN 104 856 488**  
in accordance with section 127 of  
the *Corporations Act 2001*



.....  
Sole Director/Company Secretary

**NEIL DAVID IRVINE**  
.....  
Name of Sole Director/Company Secretary

- (2) construct carports or garages on the Lot with materials other than materials used in the construction of the walls and roof of the residence; or
- (3) construct the roof of any residence or any carport, garage, or other outbuilding that is or may be visible from the roadside boundary of the Lot with materials other than clay tiles, timber or slate shingles, concrete tiles or metal sheeting having its exterior surface colour coated, sealed and treated so as not to have highly reflective qualities; or
- (4) construct on the Lot any outbuildings, other than of a design and with the materials used in the construction of the residence, or with other materials which are painted in a colour to integrate the outbuildings with the residence or its surroundings unless it is not visible from the roadside boundary of the Lot and is constructed at the rear of the Lot behind the residence or the proposed site of the residence; or
- (5) construct any fences or walls:
  - (a) higher than 1.0 metre forward of the building line unless the wall or fence forms part of a carport or garage; or
  - (b) where the Lot fronts 2 roadways, higher than 1.8 metres up to the building line along the longer of the 2 boundaries; or
  - (c) made of corrugated fibro cement or similar material; or
  - (d) made of corrugated iron, except in the case of dwelling wall cladding where less than 50% of the total residence external wall area is covered by corrugated iron which is not highly reflective; or
- (6) gain vehicular access to or from the Lot from or to the public road system except by way of a driveway of not less than 2.5 metres constructed of hot mix bitumen, paving materials (including paving bricks) or concrete; or
- (7) permit any commercial vehicle or caravan, boat, trailer or other wheeled conveyance (other than trade vehicles or trailers driven on to the Lot by tradespersons remaining temporarily on the Lot in the course of the tradespersons ordinary business with an occupant of the Lot) to be parked on the Lot unless it is a light commercial vehicle or caravan, boat or trailer or other wheeled conveyance less than 2 metres wide and 3 metres long owned by the occupant of any residence on the Lot which is parked inside a garage or car park or in such a position so as not to be visible from any other residence or from the public road system; or
- (8) permit any vehicle, boat or wheeled conveyance to be repaired or restored on the Lot unless it is not visible from any other residence or from the public road system.

**4. BURDEN RUNS WITH BURDENED LAND FOR BENEFITTED LAND**

The Proprietor creates the Covenants with the intention that:

- (1) the burden of the Covenants is annexed to the Burdened Land and is appurtenant to and runs with the Burdened Land and binds each Proprietor of the Burdened Land from time to time (but not so as to render a Proprietor personally liable after the Proprietor has ceased to be a Proprietor of a Lot); and
- (2) the benefit of the Covenants is annexed to each of the Lots comprising the Benefitted Land (other than any Lot comprised in DP406146 which is vested in the Crown or reserved for any of the purposes specified in section 152 of the *Planning and Development Act 2005* as amended) and is appurtenant to and runs with each Lot in the Benefitted Land and benefits each Proprietor of the Lots comprising the Benefitted Land from time to time.

**5. EXPIRY OF COVENANTS**

The Covenants expire and cease to apply or have effect 5 years from the date the application for the issue of new Certificates of Title for the Lots is registered and with effect from that date the Proprietors of the Burdened Land are entitled to require the Covenants created by this deed and endorsed on DP406146 to be discharged and extinguished, at the cost and expense of the Proprietors of the Burdened Land.

**BLANK INSTRUMENT FORM****Deed of Restrictive Covenant**

(Note 1)

This Deed of Restrictive Covenant is made the 21<sup>ST</sup> day of APRIL 2016.**By:****WALSEC PTY LTD ACN 008 742 612** of Level 1, 10 Kings Park Road, West Perth, Western Australia (**Original Proprietor**).**INTRODUCTION:**

- A. The Proprietor is registered as the Proprietor of an estate in fee simple in the land being:  
Lot 9516 on Deposited Plan 51146 and being the whole of the land comprised in Certificate of Title Volume 2634 Folio 950 (**Land**).
- B. The Proprietor intends to register Deposited Plan 406146 (**DP406146**) at Landgate and to create the Burdened Land and the Benefited Land under the provisions of Section 166 of the *Transfer of Land Act, 1893*, as amended (**TLA**).
- C. The Proprietor desires to create restrictive covenants upon and over the Burdened Land pursuant to section 136D of the TLA for the benefit of the Benefited Land and otherwise upon the terms and conditions in this deed.

**AGREEMENT:****1. DEFINITIONS**

In this deed:

- (1) **Benefited Land** means collectively each of the lots created by the registration of DP406146 pursuant to section 136D of the TLA other than Lot 9003.
- (2) **Burdened Land** means collectively each of the lots created by registration of DP406146 pursuant to section 136D of the TLA.
- (3) **Covenants** means the restrictive covenants in clause 3 of this deed granted in respect of the Burdened Land for the benefit of the Benefited Land.
- (4) **Landgate** means the Department of Land Information trading as "Landgate".
- (5) **Lot** means an individual lot created by registration of DP406146.
- (6) **Prescribed Dwelling** means a permanent non-transportable private single residential dwelling and includes extensions, renovations or alterations to the dwelling.
- (7) **Proprietor** includes the Proprietor and each of the Proprietor's administrators, legal personal representatives, successors in title and permitted assigns.

**2. GRANT**

The Original Proprietor creates the Covenants by granting the Covenants pursuant to section 136D of the TLA.

**3. THE COVENANTS**

The Covenants are that now and at all times hereafter the Proprietors of the Burdened Land must not:

- (1) erect or commence or cause or allow to be constructed or erected on any Lot:
- (a) any residence or improvements unless the plans and specifications for the residence or improvements have been first
- (i) submitted for approval to the local authority and any other relevant planning authority ; and
- (ii) approved by every such authority; or
- (b) an occupiable improvement other than a Prescribed Dwelling; or
- (c) more than one Prescribed Dwelling unless the Lot is a designated multiple dwelling site under the relevant planning codes, in which case the Proprietor must not build more than the number of Prescribed Dwellings specified for the Lot under the multiple dwelling site designation; or
- (d) any residence having an area (inclusive of the outer faces of the external walls but exclusive of areas under verandas, soffits, porches, garages or carports) of less than 140 square metres; or
- (e) any residence or improvements using fibro cement materials for external walls except if not less than 9mm thickness,

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N408139] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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19/9/2016 14:37:23

Lot Sync dealing - time clock amended see letter.

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19/9/2016 14:51:50

1. The registered proprietors address changed to 6 Fraser Road, Applecross to agree with application - see letter.

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19/9/2016 14:52:24

2. The benefited land in the document is amended to show Lots 1 to 79 inclusive. - see letter.

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19/9/2016 14:52:35

3. The burdened land in the document is amended to show Lots 1 to 79 inclusive. - see letter

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19/9/2016 14:52:48

4. Clause 1(1) amended to remove the wording other than Lot 9003 and insert the words "except for the relevant lot which has the burden of the Covenants in respect of all the other lots respectively" - see letter.

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20/9/2016 13:16:16

Requisition fee \$82.90 paid. EBIS Order No. 20180049



# Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: Walsec Pty Ltd  
Our Ref: N408138  
Enquiries: Lawrence Fiorentino  
Telephone: 9273 7800  
Facsimile: 9273 7673

14 September 2016

REQUISITION - WORLDWIDE SETTLEMENTS PTY LTD  
102/48 OUTRAM STREET  
WEST PERTH, WA 6005

Facsimile: 94815051  
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.

Personal attendance to make corrections to a requisitioned document should be made at Landgate, Midland Square. Please arrange an appointment using the contact details shown above.

| Doc. No | Description   | Req. Fee |
|---------|---|----------|
| N408139 | The address of the registered proprietor in Restrictive Covenant document differs to that shown in the Application N408138<br><br>Please clarify. | 82.90    |
| N408139 | The Restrictive Covenant document doesn't specifically define lots benefited or burdened.   | 0        |
| N408139 | In Section 1. Definitions (1) This sentence refers to a Lot 9003. This lot number is not created on Deposited Plan 406146.                        | 0        |

|                             |              |
|-----------------------------|--------------|
| Requisition Sub Total \$    | 82.90        |
| Additional Fee \$           | 0            |
| <b>TOTAL FEE Payable \$</b> | <b>82.90</b> |

Sincerely,

JEAN VILLANI  
REGISTRAR OF TITLES

#### Requisitions may be attended to by:

- Directly using the contact details provided above.
  - The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
  - Post to Landgate, Location Data Services, P O Box 2222, Midland WA 6936.
  - 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, for which a withdrawal fee of \$82.90 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.  
\*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.



# PAYMENT OPTIONS (Fax Requisition)

**IN PERSON:** Customer Service Hall, 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:** N408138

**CONTACT PERSON:** Lawrence Fiorentino

**YOUR REFERENCE:** Walsec Pty Ltd

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

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:** .....

**OR COMPLETE THIS SECTION IF PAYING BY CREDIT CARD**

Credit Card Number

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**Card Holder Name:** .....  
(Please Print)

**Contact Phone No** .....

**Postal Address:** .....

**Credit Card Type (Please tick):**

Visa  MasterCard

**Expiry Date:** ...../..... (MM/YY)

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

**Signature:** .....

12 August 2016

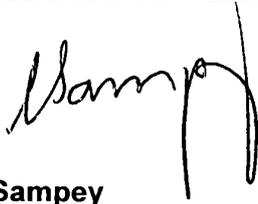
Landgate  
Midland Square  
MIDLAND WA 6056

**RE: DEPOSITED PLAN 406146 (LOT SYNC)**

I, Lyn Sampey am the settlement agent for the Applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Deposited Plan 406146 will be altered to concur with the yet to be established "In Order for Dealings" date of the said deposited plan.

Yours faithfully,  
**WORLDWIDE SETTLEMENTS**



**Lyn Sampey**

Licensed Settlement Agent

EV000257343 LTR



Member of:  
Australian Institute of Conveyancers

Suite 102/48 Outram Street, West Perth, Western Australia, 6005  
Telephone (08) 9481 4506 Facsimile (08) 9481 5051



Your Ref: N408138  
 Our Ref: GCT:20150306  
 Email: gthomas@tottle.com  
 Direct Line: 9217-6760



tottlepartners

19 September 2016

**Attention: Lawrence Fiorentino**  
**By Facsimile: 9273 7673**

Jean Villani  
 Registrar of Titles  
 Landgate  
 PO Box 2222  
 Midland WA 6936

Dear Registrar

**REQUISITION NOTICE – N408138**

We refer to your requisition notice dated 14 September 2016.

We prepared the restrictive covenant lodged by Worldwide Settlements Pty Ltd and have been requested by Worldwide Settlements Pty Ltd to respond to your requisition on their behalf.

**Address**

We authorise and request you to change the address of the registered proprietor in the restrictive covenant document to the same address as shown in the Application N408138, being 6 Fraser Road, Applecross.

**Lots Benefitted and Burdened**

The lots benefitted and burdened are identified in the restrictive covenant document in the following manner.

The "Benefitted Land" and the "Burdened Land" are defined terms stated to mean each of the lots created by DP406146.

However for clarity, we authorise and request you to amend each definition by adding the words as shown in italics below:

**Benefitted Land** means collectively each of the lots *numbered 1 to 79 inclusive* created by the registration of DP406146 pursuant to section 136D of the TLA other than Lot 9003.

**LAWYERS**

**OFFICES**

Level 40  
 108 St Georges Terrace  
 Perth WA 6000

**POSTAL ADDRESS**

PO Box Z 5405  
 St Georges Terrace  
 Perth WA 6831

**TELEPHONE**

08 9217 6700

**FACSIMILE**

08 9217 6710

**EMAIL**

mail@tottle.com

**WEB**

www.tottle.com

**PROFESSIONAL STANDARD**

Liability limited by a  
 scheme approved under  
 Professional Standards  
 Legislation

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**Burdened Land** means collectively each of the lots *numbered 1 to 79 inclusive* created by registration of DP406146 pursuant to section 136D of the TLA.

The "Covenants" is also a defined term stated to mean the restrictive covenants granted by clause 3 granted in respect of the Burdened Land for the benefit of the Benefitted Land.

Clause 4 further makes the intention clear that the Covenants burden all the lots in the Deposited Plan for the benefit of all other lots in the Deposited Plan.

We submit that this makes it clear that the burdened lots are each of lots 1 - 79 created by DP406146 and the benefitted lots are also each of the lots 1 - 79 created by DP406146.

#### **Correction**

The words "*other than Lot 9003*" at the end of the definition of "Benefitted Land" in clause 1(1) are incorrect and we authorise and request you to delete those words.

The deleted words should be replaced by "*(except for the relevant lot which has the burden of the Covenants in respect of all the other lots respectively)*" and we further authorise and request you to insert these words in place of the deleted words

Thank you for your assistance.

Yours sincerely



Gary Thomas  
TOTTLE PARTNERS