

N151491 RC

19 Oct 2015 14:09:07 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.
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.

EXAMINED

LODGED BY ~~VALENTI LAWYERS~~ **WORLDWIDE SETTLEMENTS**

ADDRESS ~~Level 2  
130 Royal Street  
EAST PERTH WA 6004~~ **102/48 OUTRAM ST  
WEST PERTH**

PHONE NO. ~~9224 6222~~ **94814506**

FAX NO. ~~9224 6288~~ **94815051**

REFERENCE NO. ~~KEY-10640~~

ISSUING BOX NO. ~~606~~ **403 A**

PREPARED BY: VALENTI LAWYERS

ADDRESS LEVEL 2, 130 ROYAL STREET  
EAST PERTH WA 6004

PHONE NO. 9224 6222 FAX NO. 9224 6288

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

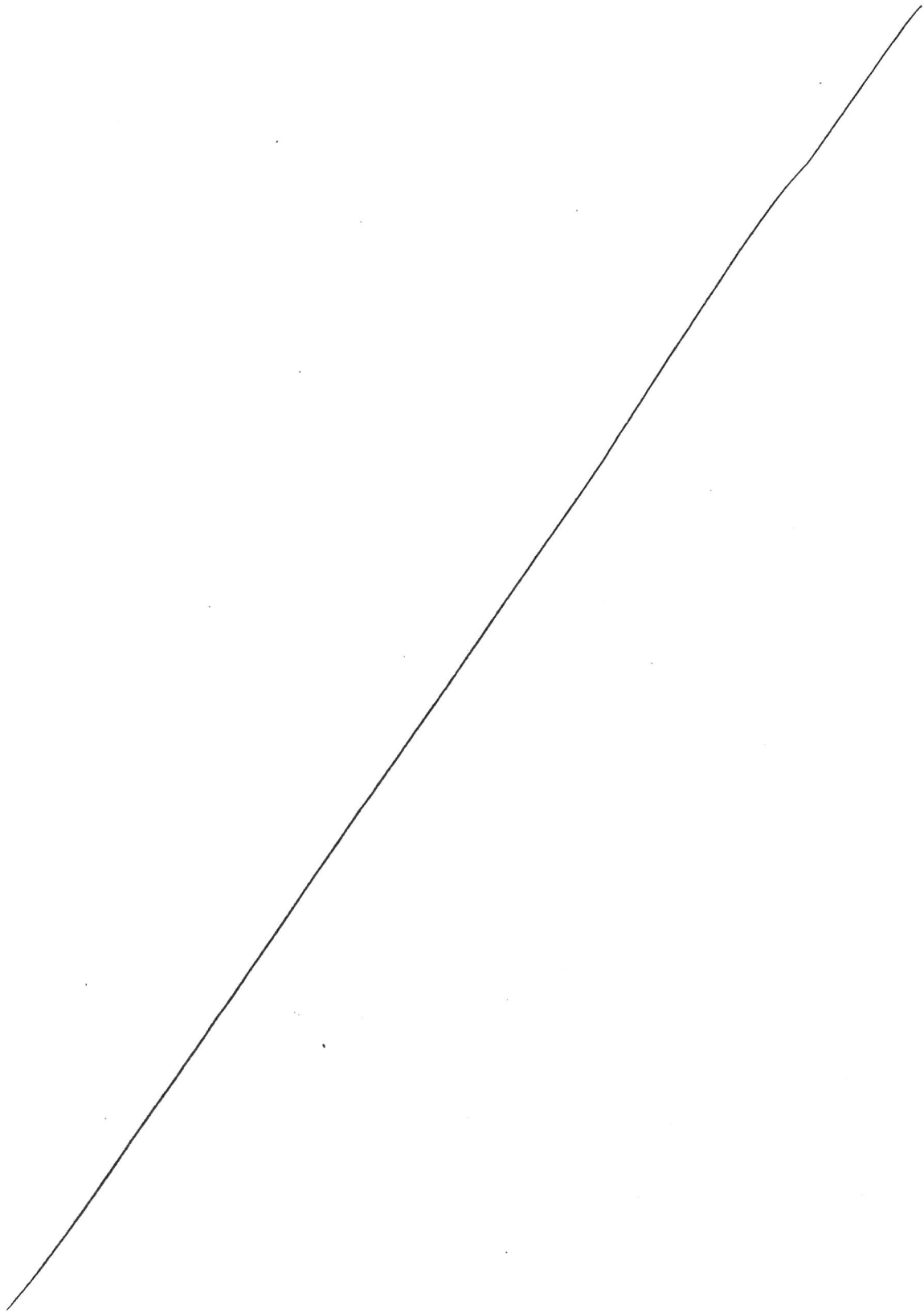
2/2

TITLES, LEASES DECLARATIONS ETC LODGED HERewith

1.	_____	Received Items
2.	_____	Nos.
3.	_____	0
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

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Executed as a Deed.

Signed for and on behalf of  
**BROOKFIELD ESTATE PTY LTD (ACN 111 884 667)**  
by authority of its directors in accordance  
with Section 127 of the Corporations Act

\_\_\_\_\_  
Director  
ALAN WILLIAM MCGILLVRAY

\_\_\_\_\_  
Secretary  
HANS VERSTEEG

**CONSENT**

WESTPAC BANKING CORPORATION, being the mortgagee referred to in registered Mortgage J352077, hereby consents to the within Restrictive Covenants.

Sealed with the seals of )  
)  
and )  
)  
the duly appointed Attorneys of )  
WESTPAC BANKING CORPORATION )  
(ARBN )  
and signed by them for and on )  
behalf of the mortgagee )  
in the presence of: )

Executed by WESTPAC BANKING  
CORPORATION ABN 33 007 457 141  
by being signed in Western Australia  
by its Attorneys

Robert Abbot  
Tier 3 Attorney

Under Power of Attorney No: H663334

Who declares that they hold the office  
in the bank indicated under their  
signature in the presence of

Witness

Witness Signature

Name:

Address:

Occupation:

\_\_\_\_\_  
PAUL CHAPMAN  
109 ST GEORGES TLE, PERTH  
BANK OFFICER

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- (n) the filling of the Burdened Lot to a level higher than 0.5 metres when measured against the level of the surface of the adjoining road or laneway at the curb line in front of the Burdened Lot;
- (o) any building or dwelling on the Burdened Lot which does not comply with the requirement of the Shire of Augusta/ Margaret River's Local Planning Scheme and local planning policies operative from time to time;
- (p) where the Burdened Lot has access to a rear laneway, any vehicular access to or egress from the Burdened Lot to the road reserve to which the Burdened Lot has frontage;
- (q) a dwelling on the Burdened Lot without first obtaining the prior written approval of the Company to the proposed building plans for the dwelling;
- (r) the erection or installation of a "For Sale" sign within two years of the Burdened Lot being created on the Deposited Plan (providing that this restriction shall not prevent the registered proprietor of the Burdened Lot from selling or otherwise disposing of the Burdened Lot) except where instructed by a mortgagee or an agent appointed by the mortgagee. If the registered proprietor of the Burdened Lot does erect such a sign then the registered proprietor of the Burdened Lot grants the Company or its agent access to the Burdened Lot for the purpose of removal of the sign. The registered proprietor of the Burdened Lot hereby agrees to reimburse the Company for any costs incurred by the Company occasioned by the removal of the sign from the Burdened Lot;
- (s) the affixing of paper, plastic, cotton sheeting or any other temporary window covering to the windows of the prescribed dwelling at any time. The registered proprietor of the Burdened Lot must install curtains, blinds and other window treatments immediately upon practical completion of the prescribed residence; and
- (t) the display of any business or advertising signs in any window or on any part of the exterior of the prescribed dwelling constructed on the Burdened Lot.

3. COVENANTS RUN WITH LAND

- 3.1 The burden of the Restrictive Covenants runs with and attaches to the Burdened Lot, so as to bind the Burdened Lot and the registered proprietor from time to time of the Burdened Lot.
- 3.2 The benefit of the Restrictive Covenants runs with and benefits each Benefited Lot, so as to be enforceable by the registered proprietor from time to time of each Benefited Lot.

4. EXPIRY OF COVENANTS

The Restrictive Covenants shall cease to be of any force or effect from midnight on the 1<sup>st</sup> day of July 2023.

5. NO APPLICATION TO REMOVE

The registered proprietor of the Burdened Lot from time to time covenants that it will not make an application to any Court, the Registrar of Titles, the Commissioner for Titles or any relevant authority, tribunal or judicial body, for the partial or whole modification, removal or extinguishment of any of the Restrictive Covenants, except with the prior written consent of the registered proprietors of the Benefited Lots.

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- 2.1 Not to construct, erect or install or permit to be constructed, erected or installed or otherwise permit on the Burdened Lot:
- (a) any dwelling other than a new permanent non-transportable and previously unoccupied private single residential dwelling ("prescribed dwelling"), which expression includes buildings ancillary to a prescribed dwelling and extensions, renovations or alterations to a prescribed dwelling;
  - (b) more than one prescribed dwelling;
  - (c) any prescribed dwelling having an area (inclusive of the outer faces of the external walls but exclusive of areas under verandahs, eaves, porches, garages or carports) of less than 140m<sup>2</sup> where the area of the Burdened Lot is larger than 450m<sup>2</sup> or 125m<sup>2</sup> where the area is less than 450m<sup>2</sup>;
  - (d) any prescribed dwelling that has walls which comprise more than 30% of the area of the wall cladding comprising Colorbond or corrugated metal or any ancillary building, garage or outbuilding that is clad with zincalume walls or roof material;
  - (e) any dwelling, garage or outbuilding that is not designed in accordance with the Brookfield Local Centre Structure Plan approved by the Shire of Augusta – Margaret River;
  - (f) carports or garages with materials other than materials used in the construction of the walls and roof of the prescribed dwelling;
  - (g) any outbuildings unless the design is consistent with, and the materials used in the construction thereof are of, the type or colour of material used in the construction of the prescribed dwelling, or painted in a colour to integrate the outbuildings with the prescribed dwelling or its surroundings unless the outbuilding is not visible from the public road side boundary;
  - (h) any boundary fences or boundary walls:
    - (i) along the side boundary forward of the front building line unless such fence or wall section is no higher than 1 metre;
    - (ii) along the boundary adjoining a public open space reserve unless such fence or wall is consistent with a Brookfield Local Centre Structure Plan approved by the Shire of Augusta Margaret River;
    - (iii) made of corrugated fibre cement or similar material; and
    - (iv) unless such fence is constructed of "Meadow Green" coloured or substantially similar coloured Colorbond material (or material substantially similar thereto) or such wall is rendered masonry;
  - (i) vehicular access from the public road system except by way of a driveway of not less than 2.0 metres in width constructed of hot mix or paving materials (including paving bricks) or concrete;
  - (j) any commercial vehicle to be parked on the Burdened Lot except as required and used by a tradesperson whilst the tradesperson is working at or on the Burdened Lot or permit any caravan, boat, boat trailer or other wheeled conveyance (including buses, trucks, motorcycles and trailers) to be parked on the Burdened Lot unless it is parked inside a garage or car park and not visible from any other dwelling in the Estate or from the public road system;
  - (k) any vehicle, boat or wheeled conveyance (including buses, trucks, motorcycles, caravans and trailers) to be repaired or restored on the Burdened Lot except in a location that is not visible from any other dwelling in the Estate or from the public road system;
  - (l) a clothes drying area, water tank, rubbish disposal container, air conditioner, evaporative cooler or garden shed unless such facility is adequately and reasonable screened from view from road ways, laneways and public open space reserves;
  - (m) modification of any retaining wall existing on the Burdened Lot;

**FIC**

FORM B2

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

**BLANK INSTRUMENT FORM**

DEED of RESTRICTIVE COVENANTS

Note (1)

THIS DEED is made the 14TH day of OCTOBER 2015

BY:

**BROOKFIELD ESTATE PTY LTD (ACN 111 884 667)** of 9A Park Road, Mount Pleasant in the State of Western Australia ("the Company").

RECITALS:

A. The Company is the registered proprietor of the Land which is the subject of the Deposited Plan.

B. In accordance with Section 136D of the *Transfer of Land Act 1893*, the Company desires to encumber the lots on the Deposited Plan except Lot 9001, in favour of the other lots on the Deposited Plan except Lot 9001, with the various restrictive covenants on the terms and conditions set out in this deed.

NOW THIS DEED WITNESSES:

1. INTERPRETATION

In this Deed:

"Benefited Lot" means each lot on the Deposited Plan noted as having the benefit of the Restrictive Covenants.

"Burdened Lot" means each lot on the Deposited Plan noted as being burdened with the Restrictive Covenants.

"Deposited Plan" means the plan of subdivision approved by the Western Australian Planning Commission and being Deposited Plan No 406038.

"Brookfield Local Centre Structure Plan" means the structure plan for the Estate approved by the Shire of Augusta/Margaret River and formally described as the Detailed Area Plan.

"Estate" means Stage 7 of the subdivision of the Land.

"Land" means Lot 9000 on Deposited Plan 402655 being the whole of the land in Certificate of Title Volume 2844 Folio 682.

"Public road system" means the public roads and road reserves within the boundary of the Estate to which any member of the public has access.

"Restrictive Covenants" means the restrictive covenants set out in clause 2 of this deed.

2. RESTRICTIVE COVENANTS

Pursuant to section 136D of the *Transfer of Land Act 1893*, the Company, as the registered proprietor of the Burdened Lot, so as to bind the registered proprietor from time to time of the Burdened Lot, covenants and agrees in favour of itself, as the registered proprietor of each Benefited Lot, so as to benefit the registered proprietor from time to time of each Benefited Lot as follows:

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