

DEED OF RESTRICTIVE COVENANT

Parkland Heights – Stage 5



Level 5, 5 Barrack Street, Perth WA 6000
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file ref: 17157

THIS DEED IS MADE THE DAY OF 2017

BY

ROCKINGHAM PARK PTY LTD (ACN 008 687 965) of PO Box 907, Claremont, Western Australia 6910 ("the Developer")

RECITALS

- A. The Developer is the registered proprietor of the Land.
- B. The Developer intends to register the Deposited Plan in relation to the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893* (WA), the Developer wishes to create restrictive covenants which burden the Lots in accordance with the terms and conditions of this deed for the benefit of the Lots.
- D. Those parts of the Land burdened by the restrictive covenants contained in this deed are subject to the encumbrances noted in the schedule to this deed and where necessary, the Developer has obtained the encumbrancers' consent to this deed.

OPERATIVE PART

1. **Construction**

Definitions

- (a) In this deed, unless the context otherwise requires:
 - (i) **Construct** means to construct, erect or install or permit to be constructed, erected or installed;
 - (ii) **Deposited Plan** means deposited plan 407830;
 - (iii) **Floor Area** means the total internal floor area of a residence which, for the avoidance of doubt, excludes the area of all garages, verandas, alfrescos and other unenclosed areas;
 - (iv) **Land** means lot 9009 on deposited plan 406823 being the whole of the land contained in certificate of title volume 2891 folio 11;
 - (v) **Premium Lots** means lots 897 and 898 on the Deposited Plan;
 - (vi) **Lots** means lots 892 to 910 (inclusive) and lots 912 to 952 (inclusive) on the Deposited Plan;
 - (vii) **Main Building Line** means the forward most wall of a habitable room of the residence excluding any wall attachments. For the avoidance of doubt, porticos and other minor attachments do not form part of the "Main Building Line" however full width verandas do form part of the "Main Building Line";
 - (viii) **Public View** means the view from all public streets, public thoroughfares and public open spaces; and
 - (ix) **Value Lots** means all Lots excluding the Premium Lots.

Interpretation

- (b) In this deed, unless the context otherwise requires:
 - (i) the single includes the plural and vice versa;
 - (ii) an agreement, representation or warranty on the part of two (2) or more persons shall bind them jointly and severally; and
 - (iii) headings are for reference purposes only and do not affect the interpretation of this deed.

2. Restrictive Covenants - Construction

Permanent Residence

- (a) The registered proprietor shall not Construct on the Lot a residence unless it is a permanent and non-transportable residence.

Minimum Area

- (b) If the Lot is a Premium Lot and is 440 square metres or more in area, the registered proprietor shall not Construct on the Lot a residence unless the residence has a Floor Area of 160 square metres or more.
- (c) If the Lot is a Premium Lot and is 600 square metres or more in area, the registered proprietor shall not Construct on the Lot a residence unless the residence has a Floor Area of 190 square metres or more.

Street Elevations

- (d) The registered proprietor shall not Construct on the Lot a residence unless the primary street front elevation contains a defined entry feature such as a portico, veranda, blade wall, pergola or other gateway structure.
- (e) If the Lot is a Premium Lot, the registered proprietor shall not Construct on the Lot a residence unless the primary street front elevation contains a step in the wall and associated roofline not including the garage of at least 600 millimetres.
- (f) If the Lot is a corner lot, the registered proprietor shall not Construct on the Lot a residence unless the front four (4) metres of the secondary street elevation (measured from the Main Building Line) contains a window opening with a sill height no greater than 1200 millimetres above floor level.
- (g) If the Lot is a Premium Lot and a corner lot, the registered proprietor shall not Construct on the Lot a residence unless the front four (4) metres of the secondary street elevation (measured from the Main Building Line) contains an additional wall feature such as a blade wall extending vertically past the nearest eaves or fascia level, contrasting panel of wall, an integrated planter box or a return veranda, pergola or other shading device.

Colours & Materials

- (h) The registered proprietor shall not Construct on the Lot a residence or any alteration or addition to a residence unless the primary materials used are brick, external brick veneer, limestone, stone, finished or rendered masonry or cladding.
- (i) The registered proprietor shall not Construct on the Lot a residence unless the wall elements on the primary street front elevation comprise of at least two (2) different colours and/or materials, with each colour or material making up at least twenty percent (20%) of the total surface area of the facade.

- (j) If the Lot is a corner lot, the registered proprietor shall not Construct on the Lot a residence unless the wall elements on the front 4 metres of the secondary street (measured from the Main Building Line) comprise of at least two (2) different colours and/or materials, with each colour or material making up at least twenty percent (20%) of the total surface area of the facade.

Roof

- (k) The registered proprietor shall not Construct on the Lot a residence unless the residence has a roof that is:
- (i) constructed from concrete tiles, clay tiles or 'Colorbond';
 - (ii) painted or otherwise coated, sealed or treated in one colour; and
 - (iii) not highly reflective (zincalume is not permitted).
- (l) If the Lot is a Premium Lot, the registered proprietor shall not Construct on the Lot a residence unless the residence has a roof that:
- (i) is pitched at an angle of more than twenty five (25) degrees in relation to traditional pitched/hipped rooves (excluding any part of the roof that covers veranda areas) or in relation to skillion/mono pitch rooves, one portion of the roof must be greater than eight (8) degrees to the front elevation;
 - (ii) contains a roof feature on the primary street elevation such as a gable or gambrel or other feature; and
 - (iii) is compliant with the items listed in clause 2(k) above.

Garages

- (m) The registered proprietor shall not Construct on the Lot a carport.
- (n) The registered proprietor shall not Construct on the Lot a residence unless the residence has a garage that is:
- (i) a double car garage capable of housing two (2) cars parked side by side;
 - (ii) not more than 6 metres wide as viewed from the street;
 - (iii) constructed at least 0.5 metres behind the Main Building Line of the residence;
 - (iv) located under the main roof of the residence; and
 - (v) constructed from like materials to the residence.

Crossover/Driveway

- (o) The registered proprietor shall not Construct on the Lot a residence, unless the residence has a driveway and crossover constructed of segmental clay or concrete brick pavers or monolithic exposed aggregate concrete.
- (p) The registered proprietor shall not Construct on the Lot a residence, unless the residence has a driveway and crossover that is no wider than 6 metres (excluding the road crossover apron) and is at least 500 millimetres from the side boundary.

Letterboxes

- (q) The registered proprietor shall not Construct on the Lot a letterbox unless it is:
- (i) adjacent to the driveway on the Lot; and
 - (ii) clearly numbered.

Solar Water Heaters and Solar PV Panels

- (r) The registered proprietor shall not Construct on the Lot a solar water heater panel or any solar PV panels unless they:
- (i) are located on the roof of the residence;
 - (ii) follow the profile of the roof surface; and
 - (iii) are located in the least visually obtrusive areas from the street or public open space areas.

Air Conditioners

- (s) The registered proprietor shall not Construct on the Lot an air conditioner located on the exterior of the residence, unless it:
- (i) is installed below the ridge line of the roof;
 - (ii) matches the colour of the roof; and
 - (iii) is screened from Public View.

Antennas

- (t) The registered proprietor shall not Construct on the Lot a television or radio antennae unless it is wholly contained within the roof space of the residence between the ceiling and the underside of the roof or, if that is not possible and the antenna has to be mounted on the roof of the residence, then unless the antenna is mounted on a rear facing section of the roof of the residence such that the antenna is completely screened from Public View.

Satellite Dishes

- (u) The registered proprietor shall not Construct on the Lot a satellite dish unless it is screened from Public View.

Clothes Lines

- (v) The registered proprietor shall not Construct on the Lot a clothes line; hoist or other drying or airing facility unless it is screened from Public View.

Outbuildings

- (w) The registered proprietor shall not Construct on the Lot an outbuilding unless it is:
- (i) screened from Public View;
 - (ii) less than sixty (60) square metres in floor area or, ten percent (10%) of the area of the Lot whichever is the lesser;
 - (iii) less than 2.4 metres in height; and
 - (iv) constructed behind the Main Building Line of the residence.

Fencing

- (x) Unless necessary to allow an adjacent rear boundary to be fully fenced, the registered proprietor shall not Construct on the Lot any boundary fence forward of the Main Building Line of the residence.
- (y) Subject to the requirements of any applicable local development plan, the registered proprietor shall not Construct on the Lot any boundary fence behind the Main Building Line of the residence unless it is:
 - (i) constructed of Riversand coloured 'Colorbond' fencing with a 'Sameside' profile, brick, brushwood, limestone, aluminium slats, or timber slats; and
 - (ii) 1800 millimetres or more in height.

Retaining

- (z) The registered proprietor shall not Construct on the Lot any precast concrete panel and post retaining wall unless it is:
 - (i) constructed behind the Main Building Line of the residence; and
 - (ii) screened from Public View.

Local Development Plan

- (aa)
 - (i) If a local development plan applies to the Lot, the registered proprietor shall not Construct on the Lot a residence, an outbuilding, or any other improvement to the Lot unless the same complies with the local development plan.
 - (ii) If there is any inconsistency between the restrictive covenants set out in this deed and the local development plan, the local development plan shall prevail to the extent of the inconsistency.

3. Restrictive Covenants – Use

The registered proprietor shall not:

Domestic Pets

- (a) raise, breed, keep or permit to be raised, bred or kept more than four (4) domestic pets on the Lot;

Signage

- (b) erect or permit to be erected any signage or advertisements on the Lot unless it is a builder's sign required during construction and is no more than 600 millimetres x 600 millimetres or a real estate sign associated with the sale of an established residence. For the avoidance of doubt, signs for the sale of vacant land are not permissible however this restriction in no way prevents the registered proprietor from selling the Lot in the event an established residence has not yet been constructed on the Lot);

Vehicles

- (c) repair or maintain or permit to be repaired or maintained on the Lot any motor vehicle, boat, trailer or any other vehicle or machinery unless it occurs behind the Main Building Line of the residence and is screened from Public View;

- (d) park or permit to be parked commercial vehicles including trucks, buses and tractors (excluding panel vans and utilities) unless screened from Public View;

Rubbish

- (e) permit any rubbish disposal containers on the Lot to be in Public View except on days allocated by the local authority for rubbish collection;

Gardens

- (f) permit garden areas on the Lot within Public View to remain unlandscaped for four (4) months from the date of completion of a residence on the Lot;

Fencing

- (g) do or permit any act or thing which may cause the removal, alteration, marking or defacement of any existing fence or retaining wall on the Lot;
- (h) permit any existing fence or retaining wall on the Lot to fall into a state of disrepair or to become unsafe;
- (i) permit any tree, plant, building or any other thing to cause an existing fence or retaining wall on the Lot to become structurally unsound; and/or
- (j) permit any existing fence or retaining wall on the Lot to be repaired or replaced unless the repair or replacement is in the same material, style and colour as the existing fence or retaining wall.

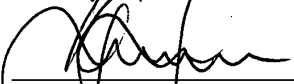
4. Miscellaneous Provisions

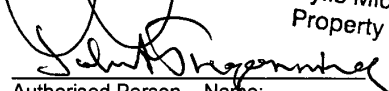
- (a) The registered proprietor acknowledges that the burden of the restrictive covenants contained in this deed runs with the Lot for the benefit of the registered proprietors of all other Lots and shall be enforceable against the registered proprietor of the Lot and every subsequent registered proprietor of the Lot.
- (b) The registered proprietor acknowledges that each restrictive covenant contained in this deed is separate from the other and therefore if any restrictive covenant 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.
- (c) The registered proprietor acknowledges that the restrictive covenants contained in this deed must not be modified, surrendered, released or abandoned whether wholly or partially.
- (d) The registered proprietor shall not make an application to any Court or the Registrar of Titles for the partial or complete modification, removal or extinguishment of the restrictive covenants contained in this deed.
- (e) The restrictive covenants contained in this deed shall expire and cease to have effect from and including 31 December 2027.

SCHEDULE OF ENCUMBRANCES

As to Lot 932 and Lot 952, the Electricity Networks Corporation as the grantee under easement L866767 hereby consents to the restrictive covenants created in this deed.

Signed on behalf of ELECTRICITY NETWORKS CORPORATION by persons authorised by its Board in accordance with Section 135(4) of the Electricity Corporations Act 2005.


Authorised Person – Name: **Kylie Michele James**
Property Specialist


Authorised Person – Name: **John Alexander Tregonning**
Senior Legal Counsel

EXECUTED AS A DEED

Executed by)
ROCKINGHAM PARK PTY LTD)
(ACN 008 687 965))
in accordance with section 127 of the)
Corporations Act 2001 (Cth))



Signature of Director

DAVID GEORGE SIMPSON

Full Name of Director (Print)



Signature of Director/Secretary

GAIL LOUISE HACKETT

Full Name of Director/Secretary (Print)

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 full name, address and occupation of the witness must be stated.

EXAMINED

N818858 RC

30 Jan 2018 11:23:38 Perth



DEED OF RESTRICTIVE COVENANT

LODGED BY
Combined Property Settlements
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Tel (08) 9333 0860
Fax (08) 9317 1418
PHONE No. **Landgate Box 89D**
FAX No.
REFERENCE No.
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PREPARED BY **HALE LEGAL**
Level 5
5 Barrack Street
ADDRESS **PERTH WA 6000**
(Ref: 17157 MG)
PHONE No. **6144 4470**
FAX No. **9218 9811**

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <u><i>Initiators letter</i></u>	Received Items
2. _____	Nos. <i>1</i>
3. _____	
4. _____	
5. _____	Receiving Clerk <i>[Signature]</i>
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.

