

Section 136D Deed of Restrictive Covenant - Stage 3, Baldivis Parks - DP 404908

Dated

Australand Industrial No. 88 Pty Ltd (ACN 107 355 706) and
Bonvest Pty Ltd (ACN 009 087 343) ("Registered Proprietor")

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Parties	Registered Proprietor	
Registered Proprietor	Name	Australand Industrial No. 88 Pty Ltd (ACN 107 355 706); and Bonvest Pty Ltd (ACN 009 087 343)
	Address	Level 3, 1C Homebush Bay Drive, Rhodes, New South Wales
Deposited Plan	404908	
Land	Portion of Lot 9005 on Deposited Plan 403221 being the whole of the land comprised in Certificate of Title Volume [] Folio [].	
Lots	Lots 145-177, 180-192 and 202-209 (inclusive) on the Deposited Plan	
Recitals	A	The Registered Proprietor is the registered proprietor of an estate in fee simple of the whole of the Land.
	B	The Registered Proprietor is subdividing the Land by the registration of the Deposited Plan.
	C	Pursuant to section 136D of the Transfer of Land Act 1893 the Registered Proprietor wishes to register restrictive covenants in respect of the Lots so that those covenants will benefit and burden those Lots.
Governing law	Western Australia	
Date of deed	See Signing page	

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General terms

1 Interpretation

In this Deed:

Deposited Plan means the deposited plan(s) referred to in the Details of this deed;

Developer means Australand Industrial No. 88 Pty Ltd (ACN 107 355 706) and Bonvest Pty Ltd (ACN 009 087 343);

Land means the land described in the Details of this deed; and

Lot means each lot referred to in the Details of this deed and “Lots” has a corresponding meaning.

1.2 General interpretation

Unless the contrary intention appears a reference in this deed to:

- (a) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;
- (b) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor is it to be interpreted as, a word of limitation and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

2 Creation of Restrictive Covenants under s 136D

The Registered Proprietor pursuant to section 136D of the Transfer of Land Act 1893 creates the covenants set out in clauses 3 to 12 in respect of the Lots and the covenants will be registered against the Certificate of Title to each Lot.

3 Land use

The Registered Proprietor must not use or permit the Lot to be used other than for the construction and occupation of a permanent non-transportable residential dwelling house.

4 Building Materials

The Registered Proprietor must not construct or permit to be constructed on the Lot any dwelling house unless:

- (a) subject to clause 5(b), all external walls (excluding windows) are constructed with bricks or masonry or limestone finished facework or painted render or any other materials approved by the Developer at the Developer's absolute discretion;
- (b) the walls to the front of the dwelling house facing the street are constructed with a minimum use of two (2) colours or materials;
- (c) the dwelling house has at least one feature (for example, planter box, gable or gablet, portico, archway, protruding sill course to windows, blade wall or feature wall) to the front elevation; and
- (d) all retaining walls visible from any public space or road are constructed from materials approved by the Developer in the Developer's absolute discretion.

5 Roof

The Registered Proprietor must not construct or permit to be constructed on the Lot any dwelling house:

- (a) with a roof pitch of less than 23 degrees excluding any part of the roof which covers verandah areas;
- (b) unless the roof design of the dwelling house is a skillion roof design or a flat roof behind parapets;
- (c) with a flat roof visible from the public street; and
- (d) with a zincalume roof or any other materials unless such roof is covered with tiles or colourbond.

6 Carports and garages

The Registered Proprietor must not construct or permit to be constructed on the Lot any dwelling house unless:

- (a) the garage or carport is constructed using the same materials as the dwelling house except where the garage or carport are screened from the street view;
- (b) the Registered Proprietor has entered into a contract to construct and complete the driveway and crossover between the road and the parking area on the Lot at the same time the contract to construct and complete the dwelling house is entered into; and
- (c) the driveway and crossover are constructed of paved materials, coloured or decorative concrete, or any other materials approved by the Developer at the Developer's absolute discretion.

7 Sheds/Outbuildings

The Registered Proprietor must not construct or permit to be constructed any outbuilding visible from the primary road or any other outbuilding (including any workshop, garden shed, storage shed or other building), which exceeds:

- (a) 20m² in floor area; or
- (b) 2.2 metres in wall height and 2.5 metres in gable height.

unless approved by the Developer.

8 Vehicle repairs

The Registered Proprietor must not carry out or permit to be carried out any repairs or restorations of any motor vehicle, boat, trailer, aircraft, mobile machinery or any other vehicle on the Lot or any part thereof other than wholly within a garage on the Lot and screened from public view at all times.

9 Landscaping

The Registered Proprietor must not permit any garden areas on the Lot within public view to remain unlandscaped after three (3) months of practical completion of the dwelling house.

10 Appearance

The Registered Proprietor must not permit:

- (a) any commercial vehicles which have an aggregate weight greater than 3.5 tonnes, caravans, trailers, boats or any other mobile machinery to be parked on the Lot, on the road or on any other land near to or next to the Lot unless the commercial vehicles, caravans, trailers, boats or mobile machinery are parked or contained wholly within the garage on the Lot or are screened from public view;
- (b) any rubbish, trash, garbage or other waste material to be accumulated or kept on the Lot or any part of the Lot or any rubbish disposal containers on the Lot to be in the front of the building line except on days allocated by the local authority for rubbish collection from the Lot;
- (c) if the Lot is vacant land, any 'For Sale' sign to be erected on the Lot within any time prior to the second anniversary of settlement;
- (d) installation of any air conditioning unit that protrudes greater than 500mm above the ridgeline of the dwelling house and is not of similar colour to the roof;
- (e) installation of any solar hot water unit that is not integrated with and matches the roof profile of the dwelling house;
- (f) installation of any air conditioning unit, to the front roof hip or fascia;
- (g) any washing line or clothes hoists to be erected that are visible from any public street or thoroughfare;

- (h) any satellite dish to be visible from the street on which the dwelling house is located;
- (i) TV antennas to be visible above the roofline from the street on which the dwelling house is located;
- (j) installation of any letterbox unless such letterbox is clearly numbered and complements the dwelling house;
- (k) any temporary window treatments such as paper, plastic, cotton sheeting, foil to be affixed to the windows that are visible from any public street or thoroughfare;
- (l) 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; or
- (m) concreting or construction of hardstand of the entire area forward of the building on the Lot.

11 Fencing

The Registered Proprietor must not:

- (a) construct or permit to be constructed on the Lot any side or back fence abutting any open public space or public reserve or road reserve unless such fence is constructed of colorbond, limestone or the same brick as any dwelling house on the Lot and is not less than 1800mm high;
- (b) construct or permit to be constructed on the Lot any boundary fence unless such a fence is constructed of colorbond, brick or limestone or other similar material at a height of 1800mm;
- (c) construct any colorbond fence unless the colour of the fence is 'Grey Ridge';
- (d)
 - (i) take or permit any action to be taken to remove, alter, mark, or remove any existing wall or fence constructed by the Developer (unless additional blocks are required to be added to a retaining wall) on or about any of the boundaries of the Lot;
 - (ii) not to permit such wall or fence to become damaged, unsafe or fall into a state of disrepair;
 - (iii) not to permit any roots or any tree, plant or building or other thing on the Lot to cause such wall or fence to become structurally unsound; and
 - (iv) not to repair or renew such wall or fence except in the same style, material and colour and the existing wall and fence;
- (e) construct or permit to be constructed any gates unless such gates are constructed of materials which are complementary to the boundary fence;
- (f) construct or permit to be constructed any fencing forward of the front building line unless such fencing consists of side and front fencing

together, constructed of brick, rendered brick or limestone piers and infilled with timber or wrought iron, or a painted timber picket fence no greater than 1.2m in height;

- (g) construct a dwelling house unless all side and rear boundary fencing are constructed and completed at the same time or prior to occupation of the dwelling house;
- (h) subject to clause 11(f), construct any fence at the front building line which:
 - (i) exceeds 1.2 metres in height;
 - (ii) has more than 740 millimetres in height of the fence constructed of solid and impermeable materials; or
 - (iii) is constructed from fibre cement sheeting or material sheeting products.

12 Window treatments

The Registered Proprietor must erect or install window treatments such as curtains or blinds immediately upon practical completion of construction of the dwelling house on the Lot.

13 Benefit and Burden

The burden of the covenants in this deed is appurtenant to and will run with the Lot for the benefit of every other Lot to the intent that the covenants will bind the Registered Proprietor and the registered proprietor from time to time of the Lots and will be for the benefit of the Registered Proprietor and any other registered proprietor from time to time of every other Lot but not so as to render the Registered Proprietor personally liable in respect of any Lot after the Registered Proprietor has parted with all interest in that Lot.

14 Consents under s136E of the Transfer of Land Act

The Registered Proprietor will obtain any consents required under section 136E of the Transfer of Land Act to the creation of this deed and the creation of the restrictive covenants over the Lots pursuant to Section 136D of the Transfer of Land Act.

15 Time limit

The above restrictive covenants shall expire and cease to have effect from and including 30 June 2024.

EXECUTED as a deed

