

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED OF RESTRICTIVE COVENANT – East Green,
Greenwood Stage 1 (Deposited Plan 402697)

(Note 1)

Page 1 of 6 pages
Date:

DEED dated 20

BY **HOUSING AUTHORITY ABN 56 167 671 885** of 99 Plain Street EAST PERTH WA 6003 (HA)

RECITALS

- A. HA is the registered proprietor of the Land.
- B. HA intends to subdivide the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893* HA requires the Lots to be encumbered by the Restrictive Covenant so that the Restrictive Covenant will be noted on the Plan and when individual certificates of title issue for the Lots, the burden of the Restrictive Covenant is to be registered as an encumbrance on the certificates of title.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context otherwise requires or a contrary intention appears:

Land means the land described in item 1 of the Schedule;

Lots means the lots specified in item 2 of the Schedule and shown on the Plan;

Outbuilding means any building constructed on the Lot other than a house, including but not limited to any workshop, garden shed or storage shed;

Plan means Deposited Plan 402697;

Restrictive Covenant means the restrictive covenants specified in item 3 of the Schedule;

Schedule means the Schedule to this deed; and

1.2 Interpretation

- (a) A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to a corporation's successors and assigns.
- (b) A reference to any person if that person ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions.
- (c) An obligation, covenant, representation, or warranty on the part of 2 or more persons is for the benefit of them jointly and each of them severally.
- (d) An obligation, covenant, representation or warranty on the part of 2 or more persons binds them jointly and each of them severally.
- (e) A reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group.

- (f) A reference to a clause or paragraph, the Schedule or an annexure is a reference to a clause or paragraph in this deed and the Schedule and the relevant annexure to this deed respectively.
- (g) The index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this deed.

2. SECTION 136D OF THE TRANSFER OF LAND ACT 1893

Pursuant section 136D of the *Transfer of Land Act 1893*, HA requires each certificate of title which issues for the Lots to be encumbered by the Restrictive Covenant.

3. LAND TO BE BURDENED BY THE RESTRICTIVE COVENANT

HA intends the burden of the Restrictive Covenant to:

- (a) run with the land described in the certificates of title for the Lots; and
- (b) be enforceable by HA and each and every subsequent registered proprietor of the Lots.

4. LAND TO BE BENEFITED BY THE RESTRICTIVE COVENANT

HA intends the benefit of the Restrictive Covenant to be for the Lots.

5. VALIDITY AND ENFORCEABILITY

Each of the restrictive covenants specified in item 3 of the Schedule is a separate and distinct covenant and if any covenant or its application to any person or circumstances is or becomes invalid or unenforceable then the remaining covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.

6. TERM OF THE RESTRICTIVE COVENANT

The Restrictive Covenant shall expire and cease to have effect from and including 10 years from the date of issue of the certificates of title to the Lots.

SCHEDULE

1. Land

Lot 9867 on Diagram 47280 being the whole of the land comprised in Certificate of Title Volume 2741 Folio 295

2. Lots

All Lots on the Plan except Lot9000.

3. Restrictive Covenant

The proprietors of each of the Lots will not:

3.1 use or permit the Lot to be used other than for:

- (a) residential purposes; and
- (b) conducting business in accordance with clause 3.2;

3.2 carry out and operate any business or permit any business to be carried out or operated from the Lot:

- (a) unless the business is permitted by the local government and the proprietor has all necessary permits or licences to operate the business from the Lot;
- (b) unless the proprietor complies with all local government by-laws, regulations or requirements;
- (c) unless the operation of the business will not cause any inconvenience or nuisance to the proprietors or occupiers of other Lots; and
- (d) where such business involves the manufacture, storage or vending of goods;

3.3 construct or permit to be constructed on the Lot any house which is transportable or otherwise not of a permanent nature;

3.4 in respect of any house constructed on the Lot, take or permit any action to be taken to remove or alter the external façade, front, rear and side elevations, the colour of the external walls to the house and any features that are visible from the street on which the house is located;

3.5 rebuild, repair or renew the house or such part of the house except in the same style, materials and colours of the house when it was originally constructed if the house constructed on the Lot is demolished, damaged or destroyed;

3.6 construct or permit to be constructed any Outbuilding which has an area greater than four (4) square metres.

3.7 construct or permit to be constructed on the Lot any fencing or walls at the front building line;

3.8 take or permit any action to be taken to remove, alter or mark any wall or fence constructed by or on behalf of HA on or about any of the boundaries of the Lot, permit such wall or fence to become marked, damaged, unsafe or fall into a state of disrepair, permit any roots of any tree, plant or building or other thing on the Lot to cause such wall or fence to become structurally unsound and repair or renew such wall or fence except in the same style, material and colour of the existing wall and fence;

3.9 permit any water features to be installed on a party wall or a wall erected on the common boundary of the Lot;

3.10 permit any items or articles to be installed or hung on a party wall or a wall erected on the common boundary of the Lot;

3.11 permit concreting or construction of additional hardstand forward of the building on the Lot except for patios and verandas which have been included in the approved building plans;

3.12 take or permit any action to be taken to remove, alter or mark the hard landscaping constructed by or on behalf of the HA to the front and sides of the Lot, permit such hard landscaping to become damaged, unsafe or fall into a state of disrepair and repair or renew such hard landscaping, except in the same style, material and colour of the existing hard landscaping;

3.13 carry out or permit to be carried out on the Lot any repairs or restorations of any motor vehicle, boat, trailer, aircraft, mobile machinery or any other vehicle on the Lot or any part of the Lot other than wholly within a

garage on the Lot and screened from public view at all times;

- 3.14 permit 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;
- 3.15 use or permit to be carried on the Lot any offensive activity or anything which may be a nuisance or cause damage or loss to any occupier of another Lot (whether a proprietor or not) or the family of such an occupier;
- 3.16 permit any rubbish, trash, garbage or other waste material to be accumulated or kept on the Lot or roads/laneways or any part of the Lot or any rubbish disposal containers on the Lot to be in the front or rear of the building line except on days allocated by the local authority for rubbish collection from the Lot;
- 3.17 permit the installation of any solar hot water unit that is not integrated with and matches the roof profile of the house, or that is visible from the street on which the house is located;
- 3.18 permit the installation of any air conditioning unit to the front roof hip or fascia, or that is visible from the primary frontage;
- 3.19 permit any washing line or clothes hoists to be erected that are visible from any public area or thoroughfare;
- 3.20 permit any satellite dish to be visible from the street on which the house is located;
- 3.21 permit any TV antennas to be visible above the roofline from the street on which the house is located;
- 3.22 permit the installation of any letterbox unless such letterbox is clearly numbered and complements the house;
- 3.23 permit any roller shutters to be affixed to the windows that are visible from any public street or thoroughfare;
- 3.24 permit any temporary window treatments such as paper, plastic, cotton sheeting or foil to be affixed to the windows that are visible from any public street or thoroughfare; and
- 3.25 permit the front yard and verge abutting the Lot to become overgrown or invaded by weeds or fall into a state of disrepair or damage any trees planted on the verge abutting the Lot.

4. Encumbrances

Nil.

EXECUTED as a Deed

Executed for and on behalf of the Housing Authority by an authorised delegate:

Signature of Authorised Person



Name of Authorised Person

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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 there is insufficient space Additional Sheet, Approval No B1191, 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.
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NOTES

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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.

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| 1. | _____ | Received items |
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| 3. | _____ | Nos. |
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| 5. | _____ | Receiving Clerk |
| 6. | _____ | |

EXAMINED

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.