

FORM B4

Form Approval  
No.B2641

**I 973806 RC**

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REG. \$ 77.00

## DEED OF RESTRICTIVE COVENANTS

LODGED BY	IRDTLEGAL <i>Century Settlements</i>
ADDRESS	<del>248 OXFORD STREET</del> LEEDERVILLE WA 6007 <i>PO Box 830 South Perth</i>
PHONE No.	<del>9443-2544</del>
FAX No.	<del>9444 3808</del> <i>9444 1618</i>
REFERENCE No.	<del>RJ:G20050345</del>
ISSUING BOX No.	<del>227</del> <i>72 (u)</i>

PREPARED BY	IRDI LEGAL
ADDRESS	<i>248 Oxford St Leederville</i>
PHONE No.	<i>9443 2544</i>
FAX No.	<i>9444 3808</i>

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. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

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

### **Fencing**

All boundary fencing between adjoining allotments must be NOT LESS THAN 1500mm high and comprise either timber, brushwood, masonry, brick, colorbond metal (Spandek or similar to be approved by the Seller) and fibre cement provided it is capped and painted on both sides.

Fencing to a property boundary where provided by the developer is not to be altered in any way. In the event of damage the lot owner must repair in the same style and colour as provided. In the event of failure by the lot owner to repair the fence the developer may do so and reclaim the cost from the lot owner.

All fencing should be covered under your household insurance policy.

### **Site Levels**

The general level of the site may not be altered. On all lots the finished site level must not be raised by more than 0.5 metre by either earthworks or imported fill and any boundary retaining walls necessitated by such alteration of levels shall be installed at the homebuilder's cost.

### **Air Conditioning/Solar Hot Water Units**

Air conditioning units may not protrude significantly above the ridgeline of the dwelling and must be of similar colour to the roof. Solar hot water units must be integrated with and match the roof profile of the dwelling.

### **Rubbish Disposal Containers**

Must be screened from public view

### **Commercial Vehicles**

Commercial vehicles with an aggregate weight greater than 3.5 tonnes or height greater than 2.0 metres, including caravans etc must not be parked or stored on a property unless contained within double carport/garage or screened from public view.

### **Use of Property**

The carrying out of any repairs or restoration of any motor vehicle, boat, trailer, aircraft or any other vehicle is prohibited unless screened from public view.

### **Washing Lines**

All washing lines must be screened from the street.

### **Other**

The completed residence must not be used for display purposes.

**The benefit of the preceding building guidelines must be for the benefit of every other lot in the plan of subdivision referred to herein and the burden of the preceding guidelines shall be attached to the property.**

## ANNEXURE "B"

### GRASMERE LANDING, BRENTWOOD DEVELOPMENT CONDITIONS & BUILDING GUIDELINES

#### Introduction

In order to ensure the attainment of a minimum standard and to encourage home design excellence at **Grasmere Landing, Brentwood** these guidelines set out the minimum standards and conditions under which residential development within the estate will normally be approved.

#### Building Plan Approval

Two full sets of plans and specifications must be submitted to **Grasmere Landing, Brentwood** Project Managers (Satterley Property Group – 18 Bowman Street, South Perth 6151) simultaneously with or prior to any plans submitted to the City of Melville under the normal building approval procedure.

The Project Managers will peruse such plans for compliance with the Restrictive Covenants and Development Conditions and Building Guidelines and if considered to comply will return an approved set of plans to the applicant.

#### Development

NO development is to be commenced on any lot without the plans and specifications having been approved in writing as set out above.

#### Carports

All dwellings constructed must incorporate a minimum of a double carport or garage, and comprise the same materials as the residence.

#### Materials

Walls:

All external walls must be constructed of concrete, clay bricks, limestone or similar material finished in face brickwork or render.

Roofing:

Clay or concrete tiles, zincalume or colourbond metal roofing are acceptable. Main portion of roof to be a minimum of 25 degree roof pitch.

Driveways:

Each dwelling is to be provided with a driveway and crossover to be completed at the same time as the residence and before occupation. Maximum width of driveway must be 6m and must be no closer than 0.6m from any side boundary. All driveways must comprise brick paving unless it is impractical, when concrete or bitumen is acceptable.

#### Roofs

All roofs to have a minimum roof pitch of 25 degrees excluding any part of the roof which covers verandah areas.

#### Outbuildings

Outbuildings greater than 20 square metres must be constructed in the same materials to match the main building. Sheds and other outbuildings with a floor area of less than 20 square metres may be approved if constructed in materials other than zincalume and other reflective finishes which are prohibited.

commercial vehicles (which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres) or caravans, trailers, boats or any other mobile machinery ("vehicles") unless the vehicles are housed or contained wholly within a carport or garage on the land or are screened from public view; or

- (iii) carry out any repairs to or restoration of any vehicles parked on the land or on the road or on any other land near to or next to the land unless such repairs or restoration is carried out wholly within a carport or garage on the land or is screened from public view.
- (4) That where retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter or remove any or the retaining walls or fences, NOT to allow or permit the retaining walls or fences to fall into a state of disrepair, and NOT to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences.
- (5) That if retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter the level of the surface of the land by elevating the level by more than one half of the one metre.
- (6) NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than a sign erected by a builder of the residence in accordance with the Builders Registration Act or a "FOR SALE" sign which may be erected after completion of a residence on the land or after a period of two years from the date of registration of this Transfer of Land.
- (7) NOT to use or open or allow to be used or opened, any residence erected on the land for display purposes.
- (8) NOT to breach or cause to be breached the **Grasmere Landing, Brentwood** Development Conditions and Building guidelines relating to the land which have been supplied to the Transferee.
- (9) That the covenants herein contained shall operate and be enforceable until the day being ten (10) years after the date of issuing of the Certificate of Title to the land when such covenants will cease to have any further effect.
- (10) That the burden of these covenants shall run with each lot on the plan or diagram of subdivision for the benefit of every other lot on that plan or diagram. The covenants shall be enforceable against the Transferee and every subsequent registered proprietor of the land, by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of subdivision.

- (h) Any shed or other outbuilding which has walls and/or a roof made of or coated with zincalume or other reflective material.
- (i) A residence, unless a driveway and crossover between the road and parking area on the land are constructed and completed at the same time as, or prior to, occupation of the residence.
- (j) A driveway which is wider than 6 metres at the street boundary of the land, is less than 0.6 metres from any side boundary of the land, or which is not constructed of brick paving, or, where the nature of the land makes brick paving impractical, which is not constructed of concrete or bitumen.
- (k) Any fence unless it is:-
  - (i) capped and painted on both sides in "Wheat" coloured paint and is constructed of materials known as colourbond, super six fibre cement or Hardifence; or
  - (ii) constructed of masonry or brick.
- (l) Subject to paragraph (1)(m), any fence which is less than 1500 millimetres in height or does not match or complement the residence or, which extends forward of the building frontage set back line.
- (m) A residence unless all side and rear boundary fencing is constructed and completed at the same time as or prior to occupation of the residence.
- (n) A letter box which is not located adjacent to the driveway, is not clearly numbered or does not match or complement the residence.
- (o) An air conditioner or evaporative cooler, unless:-
  - (i) contained wholly within the residence; or
  - (ii) is installed generally below the ridge line of the roof and is of similar colour to the roof; or
  - (iii) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence.
- (p) A solar hot water heater, unless it is screened from public view, fits the roof profile and is not elevated at any angle to the roof profile and otherwise matches or complements the residence.
- (q) A clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view.
- (2) NOT to subdivide or attempt to further subdivide the land or any part thereof including subdivision pursuant to the Strata Titles Act or to amalgamate or attempt to amalgamate the land or any part thereof with any other land.
- (3) NOT to:
  - (i) park or allow to be parked on the land or on the road or on any other land near to or next to the land, any

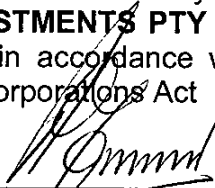
## ANNEXURE 'A'

### GRASMERE LANDING, BRENTWOOD RESTRICTIVE COVENANTS

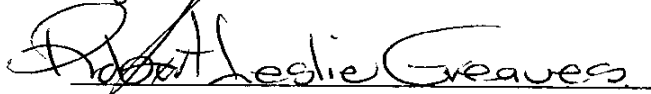
The Transferee covenants with the Transferor:

- (1) NOT to construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land"):-
  - (a) More than one permanent non-transportable residence ("a residence")
  - (b) A residence or any alteration or addition to a residence:-
    - (i) using wall materials which are not either predominantly concrete, clay bricks, limestone or other similar material finished in facework or render;
    - (ii) using roof materials which are not concrete or clay tiles, colorbond or zincalume metal;
  - (c) A residence with a roof pitch of less than 25 degrees excluding any part of the roof which covers verandah areas.
  - (d) A residence which does not contain a carport or garage making provision for parking of at least two motor vehicles.
  - (e) A residence which has a flat roof unless the roof is shielded from front view by parapet walling.
  - (f) A carport or garage, which, if not located under the main roof of the residence:-
    - (i) is not made of the same materials as the residence; or
    - (ii) does not match or complement the residence, in respect of the pitch of the roof, materials used, the design and external appearance including colour and the quality of construction.
  - (g) Any structure with walls and a roof exceeding 20 square metres which has a flat roof unless:-
    - (i) the structure is made of the same materials as the residence;
    - (ii) the roof is shielded from front view by parapet walling; and
    - (iii) the structure otherwise matches or complements the residence in respect of materials used, the design and external appearance, including colour and the quality of construction.

EXECUTED by **SPINNAWAY** )  
**INVESTMENTS PTY LTD** (ACN 008 964 )  
770) in accordance with section 127 of )  
the Corporations Act )



\_\_\_\_\_  
Signature of Director



\_\_\_\_\_  
Print name of Director



\_\_\_\_\_  
Signature of Director/Secretary



\_\_\_\_\_  
Print name of Director/Secretary

- 2.2. be enforceable by Spinnaway and every subsequent registered proprietor of the lots on the Plan (other than the Excluded Lot).

3. **SEPARATE AND DISTINCT COVENANT**

Each restrictive covenant is a separate and distinct restrictive covenant, and if any restrictive covenant or its application to any person or circumstance is or 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.

4. **TERM OF RESTRICTIVE COVENANTS**

The restrictive covenants shall expire on the day ten (10) years after the issue of the Certificates of Title for the lots.

5. **DEFINITIONS**

Any terms defined in this deed shall have the same meaning when used in the restrictive covenants.

**SCHEDULE**

**The Land:**

Lot 9000 on Deposited Plan 37800 and being the whole of the land comprised in Certificate of Title Volume 2224 Folio 780.

**Encumbrances:**

1657004 Memorial Heritage of Western Australia Act 1990.

EXECUTED as a deed.

THIS DEED is made the 29<sup>th</sup> day of July 2004

BY:

**SPINNAWAY INVESTMENTS PTY LTD (ACN 008 964 770)** of 10 Gympie Way,  
Willetton, Western Australia ("Spinnaway").

SPINNAWAY INVESTMENTS PTY LTD  
10 GYMPIE WAY  
WILLETTON WA 6155  
S 44011/1000  
10/07/2004

**BACKGROUND:**

- A. Spinnaway is the registered proprietor of the land described in the Schedule to this deed ("the Land") subject to the encumbrances referred to in the Schedule.
- B. Spinnaway intends to subdivide part of the Land and has lodged a plan of subdivision with the Western Australian Planning Commission which has been approved and is now known as Deposited Plan 41379 ("the Plan").
- C. In accordance with Section 136D of the Transfer of Land Act Spinnaway requires each of the lots on the Plan ("the lots") other than lot 9001 ("the Excluded Lot") to be encumbered by the restrictive covenants set out in Annexure "A" hereto ("the restrictive covenants") so that the restrictive covenants will be noted on the Plan and on each Certificate of Title that issues for the lots (other than the Excluded Lot).

**OPERATIVE PART:**

This deed witnesses as follows:-

1. **CERTIFICATE OF TITLE**

Each Certificate of Title which issues for a lot on the Plan (other than the Excluded Lot) is to be encumbered by the restrictive covenants which will run with the land described in the Certificate of Title for the benefit of the other lots on the Plan (other than the Excluded Lot).

2. **RESTRICTIVE COVENANTS**

Spinnaway intends that the burden of the restrictive covenants is to:

- 2.1. run with each lot for the benefit of each and every lot on the Plan (other than the Excluded Lot); and

**SPINNAWAY INVESTMENTS PTY LTD (ACN 008 964 770)**

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**SECTION 136D DEED OF RESTRICTIVE COVENANT  
GRASMERE LANDING PRIVATE ESTATE  
STAGE 2 DEPOSITED PLAN 41379**

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**IRDI LEGAL**  
248 Oxford Street  
LEEDERVILLE WA 6007

Telephone: 9443 2544  
Facsimile: 9444 3808

Ref: RJ:C20050315