

WESTERN



AUSTRALIA

REGISTER NUMBER

282/DP67074DUPLICATE
EDITION**N/A**

DATE DUPLICATE ISSUED

N/A

VOLUME

2764

FOLIO

318

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 282 ON DEPOSITED PLAN 67074

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

GLENVILLE EDWARD AITKEN OF 42 BENNETT DRIVE, CANNING VALE

(T N023016) REGISTERED 9/6/2015

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

1. *RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 67074 AND INSTRUMENT L541741.
2. *RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 67074 AND INSTRUMENT L541741.
3. *O743945 MORTGAGE TO POLICE & NURSES LTD REGISTERED 24/5/2021.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP67074
PREVIOUS TITLE: 2753-942
PROPERTY STREET ADDRESS: 22 UPWEY ST, WELLARD.
LOCAL GOVERNMENT AUTHORITY: CITY OF KWINANA

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING L454137

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.
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

PERDM01 2301553 2



L541741 RC
14 FEB 2011 09:18:30 Perth
REG \$ 135.00

LODGED BY

ADDRESS

DEPARTMENT OF HOUSING
99 PLAIN STREET

EAST PERTH WA 6004
PHONE NO. PH: 9222 4654 FAX: 9222 4670
FAX NO. LANDGATE BOX - 158L

REFERENCE

ISSUING BOX NO.

PREPARED BY

Minter Ellison

ADDRESS

Level 49 Central Park
152-158 St George's Terrace
PERTH WA 6000

PHONE NO. (08) 9429 7444 FAX NO. (08) 9429 7666

REFERENCE

EKC: JLP 60-1454426
2301553_1.DOC

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

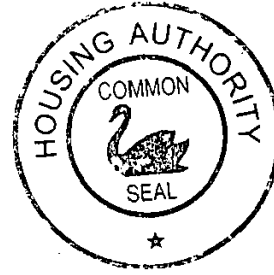
- | | | |
|----|-------|-----------------|
| 1. | _____ | Received items |
| 2. | _____ | |
| 3. | _____ | Nos. |
| 4. | _____ | |
| 5. | _____ | Receiving Clerk |
| 6. | _____ | |

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



EXECUTED as a Deed

THE COMMON SEAL of the HOUSING
AUTHORITY formerly known as THE
STATE HOUSING COMMISSION OF
WESTERN AUSTRALIA was hereunder
affixed in accordance with the Housing Act 1980
and the Regulations made thereunder by
authority of its Members in the presence of:



me e

~~Manager, Securities Conveyancing and~~
~~Settlement Services~~ AUTHORIZED OFFICER
me sf

af

Director General AUTHORIZED OFFICER
me sf

- 3.10 Permit any clothes hoist or satellite dish to be visible from any public road reserve or thoroughfare or public open space.
- 3.11 Permit any television antenna to exceed a height of 1 metre above the roofline of the House constructed on the Lot in the direction of reception.
- 3.12 Permit newspaper, aluminium foil or similar materials to be used to cover windows within the House.
- 3.13 Permit to be installed any roof mounted airconditioning or evaporative cooling plant unless it is of similar colour to the roof of the House.
- 3.14 Permit to be installed any airconditioning or evaporative cooling plant which is not mounted on the roof of the House to be visible from any public road reserve or thoroughfare or public open space.
- 3.15 Permit to be installed any solar hot water system unless it matches the profile of the House constructed on the Lot.
- 3.16 Construct any letterbox unless it is on the front boundary of the Primary Street, clearly numbered and complementing the House constructed on the Lot.
- 3.17 Permit any real estate agents' 'for sale' signs to be erected on the Lot until construction of the House is completed.
- 3.18 Permit to be installed any roller shutter to any window or doorway visible from a public road reserve or open space unless it is a garage or carport door.
- 3.19 Permit garden areas on the Lot and within public view (including adjoining public road reserve verges) to remain unlandscaped after six months of practical completion of any House on the Lot or in the case of a display House constructed on the Lot, after practical completion of the display House on the Lot.
- 3.20 Carry out or permit to be carried out on the Lot any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.
- 3.21 Park or allow to be parked on the Lot or on any public road reserve or on any other Lot near or next to the Lot any Commercial Vehicle unless such Commercial Vehicle is housed or contained within a carport or garage on the Lot or screened behind the building line, unless when used during the normal course of business by a visiting tradesperson.

4. Encumbrances

Easement burdens created under s167 P & D Act for sewerage, drainage and water purposes to Water Corporation.

3.5	Leave any side and rear boundaries unfenced.
3.6	<p>Construct or permit to be constructed on the Lot:</p> <ul style="list-style-type: none"> (a) any fence abutting a Secondary Street or laneway unless such fence is not forward of the building line and is constructed to a maximum height of: <ul style="list-style-type: none"> (i) 1.8 metres of visually permeable fencing; or (ii) 1.8 metres, with the lower 1.5 metre portion of such fence being constructed of either painted rendered masonry, brick, limestone or proprietary brand colourbond metal fencing in the colour 'Teatree' and the upper 0.3 metre portion being constructed of visually permeable fencing. (b) any fence forward of the building line unless such fence is constructed of painted rendered masonry, brick or limestone piers to a maximum height of 1.2 metres and infilled with either solid painted rendered masonry, brick or limestone or visually permeable panels to a maximum height of 1 metre. (c) any dividing fence unless such fence does not project past the front building line and is constructed to a maximum height of 1.8 metres of either painted rendered masonry, brick, limestone or proprietary brand colourbond metal fencing in the colour 'Teatree' or visually permeable fencing; (d) any side or rear boundary fence or gate unless it is constructed of complementary material to the fence; and (e) any retaining wall which is visible from any public space unless such retaining wall matches, in terms of both materials and finishes, other retaining walls within public view on the Land erected or constructed by HA.
3.7	<p>Where the Lot is situated on a corner or intersection of two public road reserves, construct or permit to be constructed, a House or fence, unless it is designed to address both the Primary Street and the Secondary Street in the following manner:</p> <ul style="list-style-type: none"> (a) the House shall have habitable rooms facing both the Primary Street and the Secondary Street; (b) the Secondary Street elevation of the House shall be articulated and feature a suitable level of detail that is consistent with the Primary Street elevation; and (c) the Secondary Street boundary fencing does not extend forward of a point 4 metres behind the front building line unless all such fencing along the Primary Street and Secondary Street is constructed of painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height and infilled with either solid painted rendered masonry, brick, limestone or visually permeable panels to a maximum height of 1 metre.
3.8	Take or permit any action to be taken to remove, alter, mark, or remove any wall or fence constructed by HA (unless additional blocks are required to be added for the purpose of retaining) on or about any of the boundaries of the Lot, permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, 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 repair or renew such wall or fence except in the same style and colour as the existing wall and fence.
3.9	Permit any rubbish disposal containers on the Lot to be visible from any public road reserve or thoroughfare or public open space except on days allocated by the local authority for rubbish collection from the Lot.

PERDM01 2301553 2

SCHEDULE .

1. LAND

Lot 9020 on Deposited Plan 67050, the whole of the land in Certificate of Title
Volume **2753** Folio **942**

2. LOTS

All Lots on the Plan except Lots 311 to 314 inclusive and Lots 1006, 9022 and 9023.

3. RESTRICTIVE COVENANT

The proprietors of each of the Lots will not:

- 3.1 Construct or permit to be constructed on the Lot any House which features a narrow building frontage and large side setback.
- 3.2 Construct or permit to be constructed on the Lot any House unless with respect to each House:
 - (a) a minimum of 80% of the area of all external walls (excluding windows) are constructed with bricks, masonry, limestone finished face work, painted render or rammed earth or any other material approved by HA;
 - (b) roofs are pitched at an angle of not less than 24 degrees or greater than 42 degrees unless it is demonstrated to HA's satisfaction the merit of the design of low mono pitched skillion or flat roofs;
 - (c) the rooms of the House run across the Lot keeping the side setbacks as small as practicable to maximise the presentation of the House to the Primary Street;
 - (d) the House contains a carport or garage making provision for parking of not less than two motor vehicles, side by side with the vehicle entry fitted with a roller or sectional door;
 - (e) the driveway and crossover between the public road reserve and the parking area on the Lot are constructed and completed prior to the occupation of the House; and
 - (f) the driveway and crossover are constructed of paved materials using brick or block paving or reconstituted limestone/concrete but not standard broom finished in-situ concrete or grey slabs.
- 3.3 Commence, carry out, construct or alter any development on the Lot without:
 - (a) plans and specifications (including finishes schedules) being first submitted to and approved by HA; and
 - (b) compliance with any condition (consistent with these covenants) imposed by HA in giving its approval.
- 3.4 Construct or permit to be constructed or bring onto the Lot any Outbuilding which exceeds 10 m² in Floor Area or more than 2 metres in height above the natural surface level of the Lot or is visible from any public road reserve or open space unless constructed in the same materials as the House or Houses (as the case may be) on the Lot.

abuts more than one public road reserve; and

Schedule means the Schedule to this Deed.

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 includes a reference to the 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 in favour 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 to 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. TERM OF THE RESTRICTIVE COVENANT

The Restrictive Covenant shall expire and cease to have effect from and including 31 December 2015.

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED OF RESTRICTIVE COVENANT –Wellard Stage 17
(Deposited Plan 67074) (Traditional Lots)

(Note 1)

DEED dated 30 November 2010

BY **HOUSING AUTHORITY** of 99 Plain Street, East Perth formerly known as The State Housing Commission under the *Housing Act 1980* of 99 Plain Street, East Perth (**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:

Commercial Vehicle means any vehicle other than a passenger car licensed for private use, including but not limited to trucks, caravans, trailers, boats or any other mobile machinery;

Encumbrances means the encumbrances reservation and notification described in item 4 of the Schedule;

Floor Area means the area between the external walls of the Outbuilding;

House means a permanent non-transportable residential dwelling;

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

Lots means the lots described in item 2 of the Schedule;

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

Plan means Deposited Plan 67074;

Primary Street means the public road reserve at the front of the House;

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

Secondary Street means the public road reserve that is not the Primary Street where the Lot



Document number O743945
Lodgement date 24/05/2021 11:10:24

Mortgage

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

Western Australia

Legislation

Transfer of Land Act 1893

Document details

Document type	Mortgage	ELN lodgement case id	206389337
ELN id	PEXA	ELN document id	557329567
ELN workspace id	5983559	ELN counterpart id/s	557329567-262797113

Responsible subscriber and contact details

Name	POLICE & NURSES LIMITED	Contact fax	08 9219 7467
Customer code	EFA2420	Contact phone	08 9219 7463
Contact name	James Ticehurst	Contact email	
Contact address	LEVEL 6 556 WELLINGTON STREET PERTH WA 6000	Client reference	002064411

Lodgement fees

Fee description	Net	Gst	Fees
Mortgage (per interest)	\$178.20	\$0.00	\$178.20
		Total	\$178.20

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2764-318	Whole	282/DP67074	FEE SIMPLE

Mortgagor(s)

GLENVILLE EDWARD AITKEN OF 42 BENNETT DRIVE, CANNING VALE

Mortgagee(s)

POLICE & NURSES LIMITED (ABN 69087651876) OF LEVEL 6 556 WELLINGTON STREET PERTH WA 6000

Terms and conditions of this mortgage

Document Reference
N970340
Additional terms and conditions
Nil

Duplicate title holding and issuing details

Duplicate holding/s

NIL

Duplicate issuing

NIL

Mortgage date

06/05/2021

Operative clause

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Subscriber Certification and Execution on behalf of the Mortgagee(s)

Subscriber document reference 002064411

POLICE & NURSES LIMITED (ABN 69087651876) makes the following certifications:

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents, (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Digitally signed by LAURENCE LOE for POLICE & NURSES LIMITED (ABN 69087651876) on behalf of POLICE & NURSES LIMITED (ABN 69087651876) on 24 May 2021