

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2778

850

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 127 ON DEPOSITED PLAN 70906

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

KRISTEN LEE OSBORNE OF 184 LAMBETH CIRCLE, WELLARD

(T M917547) REGISTERED 19/2/2015

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 70906 AND INSTRUMENT L744877.
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 70906 AND INSTRUMENT L744877.
3. P535360 MORTGAGE TO ING BANK (AUSTRALIA) LTD REGISTERED 2/5/2023.

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.
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: DP70906
PREVIOUS TITLE: 2776-294
PROPERTY STREET ADDRESS: 184 LAMBETH CIR, WELLARD.
LOCAL GOVERNMENT AUTHORITY: CITY OF KWINANA



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

CP
L744877 RC

28 Sep 2011 09:28:21 Perth



REG \$ 180.00

LODGED BY

ADDRESS DEPARTMENT OF HOUSING
99 PLAIN STREET
EAST PERTH WA 6004
PH: 9222 4654 FAX: 9222 4670
PHONE NO. LANDGATE BOX - 158L
FAX NO.

REFERENCE

2011/24408

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 60-147775
2775948_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. _____
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.

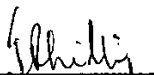
PERDMMI 2051105 1

EXECUTED as a Deed

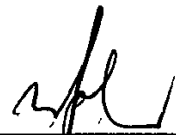


THE COMMON SEAL of the HOUSING
AUTHORITY was hereunder
affixed in accordance with the Housing Act 1980
and the Regulations made thereunder by
authority of its Members in the presence of:

)
)
)
)
)



Authorised Officer
Judy Innocent Phillips



Authorised Officer
Mary-anne Sykes Baker

- (b) compliance with any condition (consistent with these covenants) imposed by the Seller in giving the approval.

PERDMM01 7041104 1

level of detail that is consistent with the Primary Street elevation;

- (c) the Secondary Street or laneway boundary fencing does not extend forward of a point 4 metres behind the front building line unless all such fencing along the Primary and Secondary Streets 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 1.0 metre. Fencing to the Secondary Street boundary fence not forward of the 4 metre setback should be 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 colorbond metal fencing in the colour 'teatree' and the upper 0.3m portion being constructed of visually permeable fencing.

3.9 Vehicle Repairs

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.

3.10 Appearance

The proprietors must not permit:

- (a) 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;
- (b) any clothes hoist or satellite dish to be visible from any public street or thoroughfare or public open space,
- (c) any television antenna to exceed 1 metre above the roof line of the House constructed on the Lot in the direction of reception;
- (d) newspaper, aluminium foil or similar materials to be used to cover windows within the House;
- (e) any roof mounted airconditioning or evaporative cooling plant to be installed unless it is of similar colour to the roof of the House on the Lot;
- (f) any non roof mounted airconditioning or evaporative cooling plant on the Lot to be visible from any public road reserve or thoroughfare or public open space;
- (g) any solar hot water system to be installed unless it matches the profile of the House constructed on the Lot;
- (h) to be constructed any letterbox unless it is on the front boundary of the Primary Street, clearly numbered and complementing the House constructed on the Lot;
- (i) any real estate agents' 'for sale' signs to be erected on the Lot until construction of the House is completed; and
- (j) any roller shutter to be fitted to any window or doorway visible from a public road reserve or open space unless it is a garage or carport door.

3.11 Submission of Plans for Approval

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 the Seller; and

3.4 Sheds/Outbuildings

The proprietors must not construct or permit to be constructed or bring onto the Lot any Outbuilding which exceeds 10m² in Floor Area or more than 2 metres in height above the natural surface level of the Lot or is visible from any public street or open space unless constructed in the same materials as the House or Houses (as the case may be) on the Lot.

3.5 Fencing & Retaining Walls

The proprietors must not construct or permit to be constructed on the Lot:

- (a) any fence forward of the building line unless such fence 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 1.0 metre;
- (b) any fence abutting a laneway excluding fencing forward of the building line unless such fence is constructed to a maximum height of 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 colorbond metal fencing in the colour 'teatree' and the upper 0.3 metre portion being constructed of visually permeable fencing;
- (c) any dividing fence, unless such fence does not project past the building line and is constructed to a maximum height of 1.8 metres of either painted rendered masonry, brick, limestone or proprietary brand colorbond 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 walls that are within public view unless they are constructed to match in terms of both materials and finish other retaining walls within the Village at Wellard Estate that are within public view.

- 3.6** The proprietors must not take or permit any action to be taken to remove, alter, mark, 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.

3.7 Landscaping

Permit garden areas on the Lot and within public view (including adjoining street 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.

3.8 Corner Properties

Where the Lot is situated on a corner or intersection of two public road reserves, the proprietors must not 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:

- (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

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SCHEDULE

1. LAND

Lot 9400 on Deposited Plan 69107 the whole of the land in Certificate of Title

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2. LOTS

Lots 125 to 167 inclusive on the Plan.

3. RESTRICTIVE COVENANTS RELATING TO THE PROPERTY

3.1 Building Materials & Design

The proprietors of each of the Lots must not construct or permit to be constructed on the Property any House unless:

- (a) a minimum of 80% of the area of all external walls (excluding windows) are constructed with bricks or masonry or limestone finished face work, painted render or rammed earth or any other material approved by the Seller;
- (b) roofs are pitched at an angle of not less than 24 degrees or greater than 42 degrees unless it is demonstrated to the Seller's satisfaction the merit of the design of low mono pitched skillion or flat roofs; and
- (c) the front elevation of the home has maximum side set backs to a combined width of 3 metres with a maximum width of 2 metres to any one side. Designs which feature narrow building frontages with large side setbacks are not permitted without:
 - (i) the prior approval of HA; and
 - (ii) the installation of side fences which must be constructed of complementary material to the house (but not colorbond).

3.2 On Site Parking

The proprietors must not construct or permit to be constructed on the Property any House unless

- (a) 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;
- (b) the driveway and crossover between the public street reserve and the parking area on the Lot are constructed and completed prior to occupation of the House; and
- (c) 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 Parking Vehicles

The proprietors must not park or allow to be parked on the Lot or on any public road reserve or 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.

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 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;
- (b) be enforceable by HA and each and every subsequent registered proprietor of the Lots; and
- (c) the Restrictive Covenants specified in item 3.5(a) and 3.5(b) of the Schedule do not apply to any fencing erected by HA on 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 2020.

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED OF RESTRICTIVE COVENANT – The Village at Wellard
Stage 19 – (Deposited Plan 70906)

(Note 1)

DEED dated 8th September 2011

BY HOUSING AUTHORITY 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, utilities, caravans, trailers, boats or any other mobile machinery;

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 70906;

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

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

Secondary Street means in the case where the Lot abuts more than one public road, the public road that is not the Primary Street; and

Schedule means the Schedule to this Deed.



Document number P535360
Lodgement date 02/05/2023 13:40:06

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	749014317
ELN id	PEXA	ELN document id	1837283973
ELN workspace id	9529096	ELN counterpart id/s	1837283973-715810136

Responsible subscriber and contact details

Name	DENTONS AUSTRALIA LIMITED	Contact fax	02 9931 4888
Customer code	EFA11240	Contact phone	02 9931 4999
Contact name	Michelle Cluley	Contact email	
Contact address	77 CASTLEREAGH STREET SYDNEY NSW 2000	Client reference	RL_43014886 REF

Lodgement fees

Fee description	Net	Gst	Fees
ELNO - Mortgage (per interest)	\$187.60	\$0.00	\$187.60
		Total	\$187.60

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2778-850	Whole	127/DP70906	FEE SIMPLE

Mortgagor(s)

KRISTEN LEE OSBORNE

Mortgagee(s)

ING BANK (AUSTRALIA) LIMITED (ABN 24000893292) OF 60 MARGARET STREET SYDNEY NSW 2000

Terms and conditions of this mortgage

Document Reference	O533876
Additional terms and conditions	NIL

Attachments

NIL

Duplicate title holding and issuing details

Duplicate holding/s

NIL

Duplicate issuing

NIL

Mortgage date

28/03/2023

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 RL_43014886 REF

DENTONS AUSTRALIA LIMITED (ACN 100963308 ABN 69100963308) makes the following certifications:

1. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
5. 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.

Digitally signed by RACHEL WILLIAMS for DENTONS AUSTRALIA LIMITED (ACN 100963308 ABN 69100963308) on behalf of ING BANK (AUSTRALIA) LIMITED (ABN 24000893292) on 01 May 2023