

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2979

173

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 2073 ON DEPOSITED PLAN 417868

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

SIMONA KATIUSCIA DAVIES OF 10 CASCADE AVENUE DIANELLA WA 6059

(T O698539) REGISTERED 12/4/2021

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 417868 AND INSTRUMENT O331912
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 417868 AND INSTRUMENT O331912
3. Q264730 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 24/12/2024.

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: DP417868
PREVIOUS TITLE: 2955-340
PROPERTY STREET ADDRESS: 54 SOMERFORD PROM, 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

0331912 RC-1
 28 Jan 2020 09:15:30 Perth


LODGED BY
 ADDRESS **HOUSING AUTHORITY**
99 PLAIN STREET
EAST PERTH WA 6004
 PH: 9222 4654 FAX: 9222 4670
 LANDGATE BOX - 158L
 PHONE NO.
 FAX NO.
 REFERENCE **2020/00335**
 ISSUING BOX NO.

PREPARED BY **HWL Ebsworth Lawyers**
 ADDRESS **Level 20**
240 St Georges Terrace
PERTH WA 6000
 PHONE NO. **08 6559 6500**
 FAX NO. **1300 704 211**
 REFERENCE **PMW:**

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

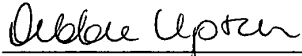
1. _____	Received items
2. _____	
3. _____	Nos. 0
4. _____	
5. _____	Receiving Clerk SO
6. _____	

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 was hereunder affixed in accordance with the *Housing Act 1980 (WA)* and the Regulations made thereunder by authority of its Members in the presence of:

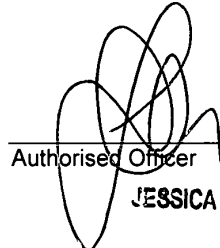




Authorised Officer

Deborah Enid Upton

Full name (print)


Authorised Officer

JESSICA LOUISE WALKER

Full name (print)

8. Submission of plans for approval

Commence, carry out, construct or alter any development on the Lot without plans and specifications (including finishes schedules) being first submitted to and approved by the Developer and in compliance with any condition (consistent with these Protective Covenants) imposed by the Developer in giving the approval.

9. Appearance

- (a) 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.
- (b) Permit clothes hoists or satellite dishes to be visible from any public street or thoroughfare or public open space.
- (c) Permit any roof-mounted air-conditioning or evaporative cooling plant to be installed unless it is installed of similar colour to the roof of the House constructed on the Lot.
- (d) Permit any non-roof-mounted air-conditioning or evaporative cooling plant to be visible from any public road reserve or thoroughfare or public open space.
- (e) Permit any solar hot water system to be installed unless it matches the profile of the House constructed on the Lot.
- (f) Construct or install or permit to be constructed or installed any letterbox unless:
 - (i) it is constructed or installed on the front boundary of the Primary Street; and
 - (ii) it is clearly numbered and complements the House constructed on the Lot.
- (g) Permit any television antenna to protrude more than 1 metre above the roof line of any House constructed on the Lot in the direction of reception.
- (h) Permit any newspaper, aluminium foil or similar material to cover windows within any House constructed on the Lot.
- (i) Permit any real estate agents' 'for sale' signs to be erected on the Lot until construction of the House is completed.
- (j) Fit or permit to be fitted any roller shutter to any window or doorway of any House constructed on the Lot that is visible from a public road reserve or other public open space unless it is a garage or carport door.

(B) visually permeable fencing.

- (f) Construct or permit to be constructed on the Lot any retaining walls that are within public view unless they are constructed to match both the materials and finish of other retaining walls within the Village at Wellard Estate that are within public view.
- (g) Take any action or permit any action to be taken to remove, alter or mark any wall or fence constructed by the Developer (unless additional blocks are required to be added for the purpose of retaining in which case an engineering certificate must be obtained) on or about any of the boundaries of the Lot.
- (h) Permit any wall or fence referred to in paragraph 4(g) to become damaged, unsafe or fall into a state of disrepair.
- (i) Permit any roots or any tree or plant or any building or other thing on the Lot to cause any wall or fence referred to in paragraph 4(g) to become structurally unsound.
- (j) Repair or renew any wall or fence referred to in paragraph 4(g) except in the same style and colour as the existing wall or fence, unless otherwise approved by the Developer.

5. Landscaping

- (a) Subject to paragraph 5(b), permit any Garden Area on the Lot within public view (including adjoining street verges) to remain un-landscaped after six months after practical completion of any House on the Lot.
- (b) If the House constructed on the Lot is a display home, permit any Garden Area on the Lot within public view (including adjoining street verges) to remain un-landscaped after practical completion of the House.

6. Corner Properties

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 on the Lot unless it is designed to address both the Primary and Secondary Streets by:

- (a) having the habitable rooms of any House constructed on the Lot facing both the Primary and Secondary Streets;
- (b) having the Secondary Street elevation of any House constructed on the Lot articulated and featuring a suitable level of detail that is consistent with the Primary Street elevation;
- (c) ensuring that the Secondary Street or laneway boundary fencing does not extend forward of a point 4 metres behind the front building line (**4 metre setback**) unless all such fencing along the Primary and Secondary Streets is:
 - (i) constructed of painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height; and
 - (ii) infilled with either solid painted rendered masonry, brick, limestone or visually permeable panels to a maximum height of 1 metre; and
- (d) ensuring that fencing to the Secondary Street which is not forward of the 4 metre setback:
 - (i) does not exceed 1.8 metres in height;
 - (ii) is, in respect of the lower 1.5 metre portion of such fence, constructed of either painted rendered masonry, brick, limestone or Colorbond fencing in the colour 'teatree' or, if that colour is discontinued by Colorbond, the Colorbond metal colour that most closely matches the colour 'teatree'; and
 - (iii) is, in respect of the upper 0.3 metre portion of such fence, constructed of visually permeable fencing.

7. 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.

Doc ID 702080703/v3

2. **Parking**

- (a) Construct or permit to be constructed on the Lot any House unless:
 - (i) where the width of the Lot adjacent to the Primary Street is greater than 9 metres, the House contains a carport or garage making provision for parking of at least two motor vehicles, side by side with the vehicle entry fitted with a roller or sectional door;
 - (ii) the driveway and crossover between the public road reserve and the parking area on the Lot are constructed and completed prior to occupation of the House;
 - (iii) the driveway and crossover are constructed of paved materials using brick or block paving or reconstituted limestone or concrete but not standard broom finished in situ concrete or grey slabs; and
 - (iv) The onsite parking requirements comply with the provisions detailed on the approved local development plan provided by the Developer.
- (b) 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 Vehicles unless such Commercial Vehicles are 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.

3. **Sheds/Outbuildings**

Construct or permit to be constructed or bring on to 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 using the same materials as the House or Houses (as the case may be) on the Lot.

4. **Fencing**

- (a) Permit the occupation of any House on the Lot unless the boundaries are fenced in accordance with this clause 4 or unless the fencing has been constructed by the Developer.
- (b) Construct or permit to be constructed on the Lot any side or rear boundary fence or gate unless such fence or gate is constructed in complementary materials that are complementary to the fence.
- (c) Construct or permit to be constructed on the Lot any fence forward of the building line unless that fence is constructed of painted rendered masonry, brick or limestone piers not higher than 1.2 metres and infilled with either solid painted rendered brick masonry, brick, limestone or visually permeable panels not higher than 1 metre.
- (d) Construct or permit to be constructed on the Lot any fence abutting a laneway (excluding fencing forward of the building line) unless:
 - (i) that fence is constructed to a maximum height of 1.8 metres;
 - (ii) the lower 1.5 metre portion of such fence is constructed of either painted rendered masonry, brick, limestone or Colorbond metal fencing in the colour 'teatree' or, if that colour is discontinued by Colorbond, the Colorbond metal colour that most closely matches the colour 'teatree'; and
 - (iii) the upper 0.3 metre portion of the fence is constructed of visually permeable fencing.
- (e) Construct or permit to be constructed on the Lot any dividing fence unless that dividing fence:
 - (i) does not project past the building line;
 - (ii) does not exceed 1.8 metres in height; and
 - (iii) is constructed of either:
 - (A) painted rendered masonry, brick, limestone or Colorbond metal fencing in the colour 'teatree' or, if that colour is discontinued by Colorbond, the Colorbond metal colour that most closely matches the colour 'teatree'; or

4. Land to be benefited by the Protective Covenant

The Seller intends the benefit of the Protective Covenant to be for the Lots.

5. Term of the Protective Covenant

The Protective Covenant will expire and cease to have effect from and including the Expiry Date.

Schedule 1 – Details

1. Land

Lot 9072 on Deposited Plan 414492 being the land comprised in Certificate of Title Volume 2955 Folio 340.

2. Lots

Lots 2047 to 2086 and 2102 to 2106 on the Plan.

3. Expiry Date

31 December 2025.

Schedule 2 – Protective Covenant

The proprietors of each of the Lots will not do any of the following.

1. Building materials and design

Construct or permit to be constructed on the Lot any House:

- (a) unless a minimum of 80% of the area of all external walls of the House (excluding windows) are constructed with bricks or masonry or limestone finished face work or painted render or rammed earth or any other material approved by the Developer;
- (b) unless the roof of the House is pitched at an angle of not less than 24 degrees or greater than 42 degrees unless the merits of the design of a low mono pitched skillion or flat roof are demonstrated to the Developer's satisfaction;
- (c) unless the front elevation of the House has maximum side set backs to a combined width of 3 metres with a maximum width of 2 metres to any one side;
- (d) where the front elevation of the House does not comply with paragraph 1(c), unless:
 - (i) alternate dimensions are first approved by the Developer; and
 - (ii) side fences are constructed of a material complementary to the House other than Colorbond;
- (e) which features a narrow building frontage with large side set backs unless:
 - (i) first approved by the Developer; and
 - (ii) side fences are constructed of a material complementary to the House other than Colorbond; and
- (f) unless it complies with the approved local development plan provided by the Developer.

Land means the land described in Item 1;

Lots means the lots described in Item 2;

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

Plan means Deposited Plan 417868;

Primary Street means the public road at the front of any House constructed on the Lot;

Protective Covenant means the restrictive covenant specified in Schedule 2;

Schedule means a schedule to this deed;

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

TLA means the *Transfer of Land Act 1893* (WA).

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 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 has been included for ease of reference only and they are not to be used to construe or interpret any part of this deed.
- (h) 'Including' (in any form) or 'such as' when introducing a list of items does not limit the meaning of the word to which the list relates to those items or to items of a similar kind.

2. Section 136D of the TLA

Pursuant to section 136D of the TLA, the Seller requires each certificate of title which issues for the Lots to be encumbered by the Protective Covenant.

3. Land to be burdened by the Protective Covenant

The Seller intends the burden of the Protective Covenant to:

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

BLANK INSTRUMENT FORM

Deed of Restrictive Covenant – The Village at
Wellard - Stage 27A - Deposited Plan 417868

(Note 1)

Date 23 JAN 2020

By

Housing Authority of 99 Plain Street, East Perth, Western Australia

(Seller)

Recitals

- A. The Seller is the registered proprietor of the Land.
- B. The Seller intends to subdivide the Land.
- C. Pursuant to section 136D of the TLA, the Seller requires the Lots to be encumbered by the Protective Covenant so that the Protective Covenant will be noted on the Plan and, when individual certificates of title issue for the Lots, the burden of the Protective Covenant is to be registered as an encumbrance on those certificates of title.

Operative part

1. Definitions and interpretation clauses

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);

Details means information in Schedule 1;

Developer means the developer of the Land appointed by the Seller from time to time and as at the date of this deed being Peet Southern JV Pty Limited ACN 100 853 441, and includes its successors and permitted assigns and if there is no developer, means the Seller;

Expiry Date means the date, if any, in Item 3;

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

Garden Area means the area between the external walls of the House and any Outbuilding on the Lot and the boundary of the Lot;

House means a permanent non-transportable residential dwelling;

Item means an item in the Details;



Document number Q264730
Lodgement date 24/12/2024 08:36:05

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	1294646627
ELN id	PEXA	ELN document id	2930499999
ELN workspace id	12868764	ELN counterpart id/s	2930499999-1153503600

Responsible subscriber and contact details

Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED	Contact fax	
Customer code	EFA42	Contact phone	03 8654 1320
Contact name	Palitha Perera	Contact email	reworqu@anz.com
Contact address	LOCKED BAG 38002 DOCKLANDS VIC 8012	Client reference	802043499

Lodgement fees

Fee description	Net	Gst	Fees
ELNO - Mortgage (per interest)	\$210.30	\$0.00	\$210.30
		Total	\$210.30

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2979-173	Whole	2073/DP417868	FEE SIMPLE

Mortgagor(s)

SIMONA KATIUSCIA DAVIES OF 10 CASCADE AVENUE DIANELLA WA 6059

Mortgagee(s)

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005357522 ABN 11005357522) OF ANZ CENTRE LEVEL 9 833 COLLINS STREET DOCKLANDS VIC 3008

Terms and conditions of this mortgage

Document Reference	P713848
Additional terms and conditions	NIL

Attachments

NIL

Mortgage date

16/12/2024

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 802043499

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005357522 ABN 11005357522) makes the following certifications:

1. The Certifier has retained the evidence supporting 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 law and any Prescribed Requirement.
3. 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 GREESHMA K MURTHY on behalf of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005357522 ABN 11005357522) on 18 December 2024