

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2575 61

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 519 ON DEPOSITED PLAN 41229

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

MEGHAN LOUISE MCGOLDRICK OF 6 KOOMBA RISE BERTRAM WA 6167

(T P006904) REGISTERED 12/1/2022

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 41229 AND INSTRUMENT J38155
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 41229 AND INSTRUMENT J38155
3. P006905 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 12/1/2022.

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: DP41229
PREVIOUS TITLE: 1381-712
PROPERTY STREET ADDRESS: 6 KOOMBA RISE, BERTRAM.
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 insufficient space hereon Additional Sheet Form B1 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.

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.

No Plan "A" attached to this document when lodged.

EXAMINED

OFFICE USE ONLY

J 38155 RC

30 Sep, 2004 13:30:13 Perth

LODGE

ADDI



REG. \$ 79.00

23 PLAIN STREET, EAST PERTH 6004
PHONE NO: P.O. BOX 6623, EAST PERTH 6892
FAX NO: P.H. 9221 2600 FAX 9221 2612

REFERENCE NO:

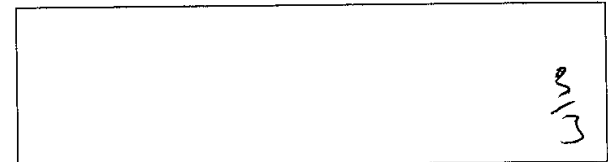
1348

PREPARED BY: Birman & Ride

ADDRESS: 3rd Floor, 16 Irwin Street, Perth

PHONE NO: 9220-4444 FAX NO: 9220-4492
MLH:GILE6 d001\sc

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



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.



2004



FORM B2

Form Approval No. B1331

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED

(Note 1)

THIS INSTRUMENT
IS A DEED OF RESTRICTIVE COVENANT
IN RESPECT OF THE LAND
DESCRIBED IN THE INSTRUMENT
REGISTERED IN THE
REGISTER OF DEEDS

Deed of restrictive covenant Bertram Close Stage 1

Dated:

Gilete Bertram Pty Ltd

Birman & Ride Lawyers
Level 3, 16 Irwin Street
Perth WA 6000
Phone: 9220 4444
Facsimile: 9220 4492
www.birmanride.com.au

Ref: MLH:JB:GILE6

THIS DEED is made by Gilete Bertram Pty Ltd (ACN 104 228 453) of 141 Burswood Road, Burswood, Western Australia (**Gilete Bertram**)

Background

- A. Gilete Bertram is the registered proprietor of the Land situated at and known as 131 Bertram Road, Bertram, Western Australia and being more particularly described as Lot 7 on deposited plan 202641 and being the whole of the land in certificate of title volume 1381 folio 712 (**Land**). The Land is known as Bertram Close Stage 1.
- B. Gilete Bertram intends to subdivide the Land and has lodged deposited plan 41229 (a copy of which is attached to this deed and marked "A" (**Plan**) at the Department of Land Information and appropriate State planning authorities for approval.)
- C. Lots 501-523, 614-629, 631-637, 3000-3001 and 9000 (inclusive) are created on the Plan (**Lots**).
- D. The Land is encumbered by:
 - (i) easement H398463 to the Water Corporation; and
 - (ii) mortgage I747236 to Suncorp-Metway Ltd.
- E. Gilete Bertram wishes to create restrictive covenants to protect and enhance the value of Bertram Close Stage 1. The purpose of this deed is to set out the restrictive covenants to be created with respect to the Lots.
- F. The restrictive covenants set out in this deed are to be created pursuant to section 136D of the *Transfer of Land Act 1893* (**Act**) and will come into force and effect from the date that the new certificates of title for the Lots have been registered.
- G. The restrictive covenants contained in this deed are intended to bind the registered proprietors for the time being of the Lots specified to be benefited and burdened by this deed.

Operative Provisions

1 Definitions

- 1.1 In this deed unless the contrary intention appears:

Gilete Bertram means Gilete Bertram Pty Ltd (ACN 104 228 453) and its administrators, successors in title, transferees and assigns or its appointed agents;

Registered Proprietor means Gilete Bertram and its administrators, successors in title, transferees and assigns registered at any time as the proprietor of any of the Lots;

Residence means a permanent, non-transportable, single residential dwelling house;

Restrictive Covenants means the restrictive covenants contained in clause 2.2. of this deed; and

Shire means the Town of Kwinana.



Creation of restrictive covenants

- 2.1 The Registered Proprietor, pursuant to the provisions of section 136D of the Act hereby creates the Restrictive Covenants with respect to the Lots.
- 2.2 The Registered Proprietor hereby covenants not to:
- (a) use or permit the Lot to be used other than for the construction and occupation of one Residence;
 - (b) construct or permit to be constructed on the Lot any Residence other than a Residence having:
 - (i) a minimum internal floor area of not less than 140 square metres (measured using the inside dimensions of the walls enclosing the dwelling), exclusive of patios, balconies, verandahs, storage areas, workshops, pergolas and any garage, carport or outbuilding;
 - (ii) all external walls constructed of clay brick, stone, limestone, masonry or painted cement render and with a roof of clay or concrete tiles or colourbond metal or other materials approved by Gilete Bertram;
 - (iii) a roofed carport or garage to provide parking for a minimum of two vehicles (roof material to be the same as roof material of Residence);
 - (iv) a driveway and a crossover between the road and parking area on the Lot constructed prior to occupation of the Residence;
 - (v) a driveway which is constructed of brick, concrete, stone or other hard surface approved by Gilete Bertram; and
 - (vi) all ground areas which are visible from the road at the front of the Residence cleared and grassed, planted or otherwise covered with a vegetated beautifying surface within three months of completion of the Residence;
 - (c) construct or permit to be constructed on the Lot any:
 - (i) garage or carport which is not located under the main roof of the Residence unless matching or complementing in respect of its design, colour, external materials and appearance (including pitch of roof and materials used) and approved by the Gilete Bertram;
 - (ii) outbuildings over 10 square metres in floor area and over 3 metres in height whose design, appearance and external colours and textures are not integrated with and substantially matching the Residence on the Lot;
 - (iii) outbuildings constructed of galvanised iron or painted fibro-cement walls except for any shed which has a floor area of less than 10 square metres, a maximum height less than 2 metres and which is not visible from any road or other public area;
 - (iv) wall or fence to or partially to the boundary of an adjoining property (except where the wall or fence is not visible from the street or road adjoining the Lot and is behind the building line of the Lot) unless that wall or fence is constructed from the same materials or with the same finish as the walls of the Residence;
 - (v) fence on any rear or side boundary backward of the building frontage setback line less than 1.8 metres in height; and
 - (vi) fence on a corner property facing any street or public open space which is constructed of materials not matching the fencing established by the Gilete Bertram on the Lot;
 - (d) change the average finished ground level of the Lot more than 500mm from the original median finished level of the Lot without the Gilete Bertram's consent provided that this does not include minor changes to parts of the Lot for construction of swimming pools, spa baths or for gardening and related Landscaping purposes;
 - (e) paint, alter, remove or in any way interfere with the structural integrity of any retaining wall

erected on any boundary of the Lot provided that this does not prevent the undertaking of any works or repairs to the retaining wall where necessary to maintain its structural integrity or its condition or where properly required by any relevant authority;

- (f) erect or construct or permit to be erected or constructed on the Lot any:
 - (i) refuse or bin storage area which is visible from any road or other public area; or
 - (ii) clothes hoist or clothes line or area used for clothes drying or airing which is visible from any road or other public area;
- (g) in relation to a fence constructed by the Gilete Bertram on a boundary of the Lot:
 - (i) alter or remove the fence except as required to repair or replace the fence because of damage or wear and tear; or
 - (ii) repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used;
- (h) erect or display or permit to be erected or displayed on the Lot any sign, hoarding or advertising of any description whatsoever without written approval of the Gilete Bertram except:
 - (i) a builder's sign during the period of construction of a Residence on the Lot or renovations, alterations or modifications to a Residence on the Lot; or
 - (iii) a "for sale" sign after a Residence capable of occupation has been completed on the Lot;
- (i) repair or permit or suffer to be repaired on the Lot any vehicle, motorcycle, trailer, boat or caravan unless the repairs can be conducted without being visible from the street or road adjacent to the Lot or from adjacent properties;
- (j) park or store or suffer to be parked or stored any vehicles of a commercial nature (other than commercial vehicles in use by non-resident tradespeople during the normal course of business directly related to the Lot) on the Lot or on any street or road adjacent to the Lot other than within a carport or garage on the Lot; and
- (k) construct or permit or suffer to be constructed on the Lot any building or any structure without first providing a copy of all plans and specifications in respect of that building or structure to the Gilete Bertram or its nominated agent and obtaining from the Gilete Bertram or its nominated agent a written consent to construct the building or structure on the Lot.

2.3 Pursuant to section 136D of the Act, the Registered Proprietor covenants that:

- (a) all of the Lots except for lots 3000-3001 (inclusive) and 9000 shall be benefited by the Restrictive Covenants; and
- (b) all of the Lots except for lots 3000-3001 (inclusive) and 9000 shall be burdened by the Restrictive Covenants.

3 Term

The Restrictive Covenants shall expire and cease to have any effect from and including 31 December 2016.

4 Severance

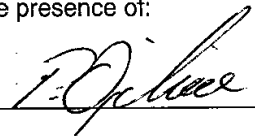
Each Restrictive Covenant is a separate and distinct covenant, and if any such covenant becomes invalid or unenforceable then the remaining covenants will not be affected and each of the remaining covenants will be valid and enforceable to the extent that the law permits.

5 **Shire town Planning scheme**

If a provision of this deed is inconsistent with the provisions of the Shire's town planning scheme the latter shall prevail to the extent of the inconsistency.

Executed as a deed

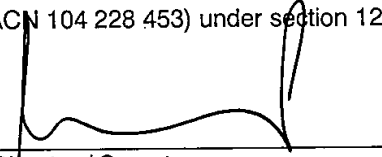
Executed by GILETE BERTRAM PTY LTD (ACN 104 228 453) under section 127 of the Corporations Act 2001 in the presence of:



Director

PAUL JOHN OGILVIE

Name (please print)



Director / Secretary

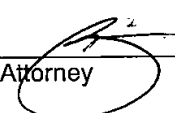
KENNETH JAMES SHARP

Name (please print)

Consent of parties having a registered interest in the Land or caveat

By executing this deed where indicated below Suncorp-Metway Ltd hereby consents to the creation of the restrictive covenant contained in this deed.

EXECUTED by SUNCORP-METWAY LTD)
(ACN 010 831 722) by its attorney pursuant to)
Power of Attorney E763500 dated 15 November)
1991 who states that no notice of revocation)
of the Power of Attorney has been received)
in the presence of :)



Attorney
Ivan Brown

Print name



Witness
Name RENE CORRIGAN
LW 2/66 St Georges Tce
Perth WA 6000
Address Administration/Settlements Officer

Occupation

By executing this deed where indicated below the Water Corporation hereby consents to the creation of the restrictive covenant contained in this deed.

EXECUTED by WATER CORPORATION)
by its attorney pursuant to Power of Attorney No.)
1912774 dated 4 June 2004)
who states that no notice of revocation)
of the Power of Attorney has been received)
in the presence of :

Attorney

ADAM DUANE ROEBUCK

Print name

AIMANAGER CORPORATE REAL ESTATE



Witness

Anne O'Hern

Name

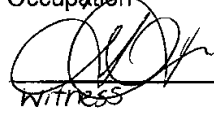
CI- Water Corporation

Address

629 Newcastle St, Leederville

Acquisitions Officer

Occupation



Witness

Anne O'Hern

Name

CI- Water Corporation

Address

629 Newcastle St, Leederville

Acquisitions Officer

Occupation



Attorney

KIM LENTON ROGERSON

MANAGER ACQUISITIONS





Document number P006905
Lodgement date 12/01/2022 13:14:16

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	337209747
ELN id	PEXA	ELN document id	950159374
ELN workspace id	7157859	ELN counterpart id/s	950159374-375864520

Responsible subscriber and contact details

Name	WESTPAC BANKING CORPORATION	Contact fax	
Customer code	EFA21	Contact phone	08 8424 8875
Contact name	Sarah Jewell	Contact email	
Contact address	25 PIERSON STREET LOCKLEYS SA 5032	Client reference	2021 0391

Lodgement fees

Fee description	Net	Gst	Fees
Mortgage (per interest)	\$181.30	\$0.00	\$181.30
		Total	\$181.30

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2575-61	Whole	519/DP41229	FEE SIMPLE

Mortgagor(s)

MEGHAN LOUISE MCGOLDRICK

Mortgagee(s)

WESTPAC BANKING CORPORATION (ABN 33007457141) OF 25 PIERSON STREET LOCKLEYS SA 5032

Terms and conditions of this mortgage

Document Reference
O366098
Additional terms and conditions

The mortgagor acknowledges giving this mortgage and incurring obligations and giving rights under this mortgage for valuable consideration received from the mortgagee. For the purposes of the terms and conditions referred to in this mortgage, the Lender is the mortgagee.

Duplicate title holding and issuing details

Duplicate holding/s

NIL

Duplicate issuing

The subscriber/s request/s on behalf of the registered proprietor/s that there be No duplicate to Issue for Certificate of Title Volume 2575-61.

Mortgage date

06/12/2021

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 PX464186208238WHOS P

WESTPAC BANKING CORPORATION (ABN 33007457141) 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 MICHAEL HYDE-PARKER on behalf of WESTPAC BANKING CORPORATION (ABN 33007457141) on 12 January 2022