

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2542

579

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 153 ON DEPOSITED PLAN 36255

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

MICHELLE ANN CORBIN OF UNIT 6 7 VICTORIA STREET ROCKINGHAM WA 6168

(T P168650) REGISTERED 3/6/2022

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 36255 AND INSTRUMENT I564475.
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 36255 AND INSTRUMENT I564475.

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: DP36255
PREVIOUS TITLE: 2541-439
PROPERTY STREET ADDRESS: 5 WIMBLEDON ST, BERTRAM.
LOCAL GOVERNMENT AUTHORITY: CITY OF KWINANA

I 564475 RC

23 Jul, 2003 09:42:29 Midland



REG. \$ 77.00

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

WESTLAND SETTLEMENT SERVICES PTY LTD
 ADDRESS 1ST FLOOR, 55 ST GEORGE'S TERRACE
 PERTH WA 6000

TEL: 9325 1166 FAX: 9325 3166
 PHONE No. FAX No.

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

DUP C/T PRODUCED

to: (P) NAB 1264

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

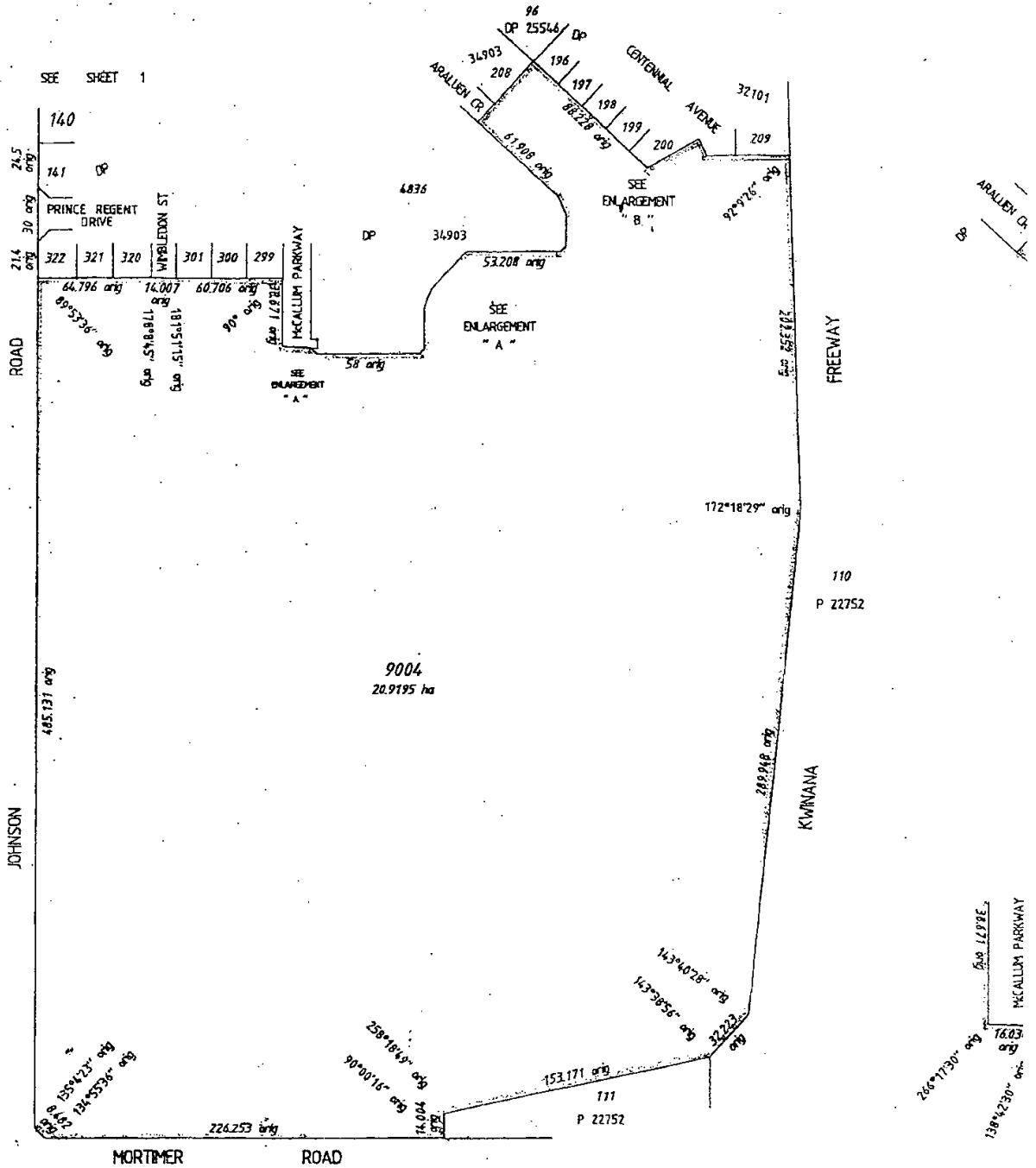
1. CT Produced Received Items
2. _____ Nos.
3. _____
4. _____
5. _____
6. _____ Receiving Clerk

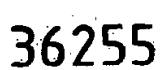
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED



FOR HEADING SEE SHEET 1





ED / VER	APPENDIX	BY	DATE

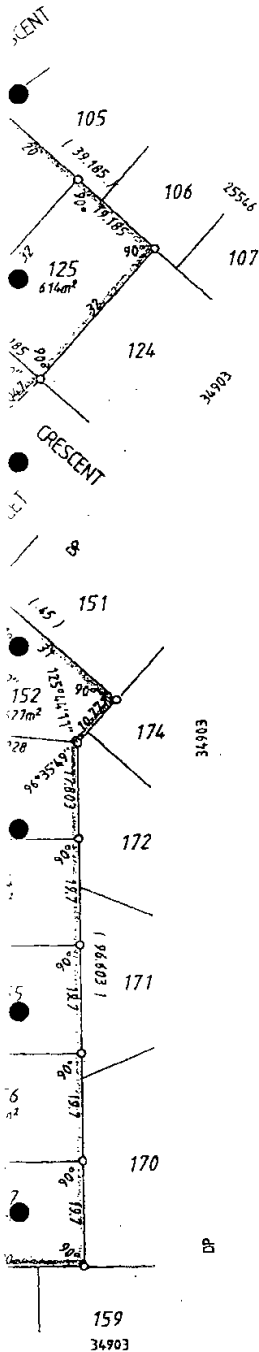
DP 36255 (01)

**SPECIAL
SURVEY AREA
SUBDIVISION**

SEE SHEET 2

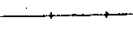
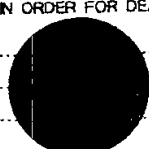
SURVEY CARRIED OUT UNDER REGULATION 26A SPECIAL SURVEY AREA GUIDELINES

LIMITED. IN DEPTH TO 60.96 METRES



INTERESTS AND NOTIFICATIONS

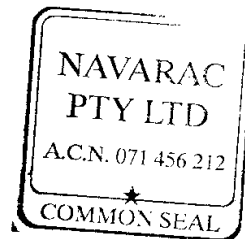
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	MEMORANDUM RESTRICTIVE COVENANT	SECTION 678 OF THE WATER AGENCIES POWER ACT 1984 SECTION 1340 OF THE T.L.A.	THIS PLAN DOC 1 & THIS PLAN	LOTS 102-104, 125, 126, 128-140, 144-150 & 152-157 LOTS 102-104, 125, 126, 128-140, 144-150 & 152-157	WATER CORPORATION LOTS 102-104, 125, 126, 128-140, 144-150 & 152-157	EXPIRING ON 31 DECEMBER 2015

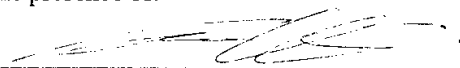
TYPE: <u>PRELIMINARY</u>	
PURPOSE: <u>SUBDIVISION</u>	
PLAN OF: LOTS 102-104, 125, 126, 128-140, 144-150, 152-157, & 9004, ROADS AND RESTRICTIVE COVENANTS.	
DISTRICT: <u>COCKBURN SOUND</u>	EMULY BLUE: YES / NO
TOWNSHIP:	FORMER TENURE:
DOLA FILE:	LOT 9003
LOCAL AUTHORITY: <u>TOWN OF KWINANA</u>	DP 34903
LOCALITY: <u>BERTHAM</u>	C/T
INDEX: <u>BG33(5) 05 13</u>	FIELD BOOK: <u>83419</u>
PUBLIC: <u>BG33(10) 03 07</u>	
SCALE: 1 : 750 	
SURVEYOR'S CERTIFICATE - Reg 54	
I, <u>ANDREW J. KALOTAY</u> , hereby certify that this is a correct representation of the survey and / or calculations from measurements recorded in the field book lodged for the purposes of this plan and that it complies with the relevant written law in relation to which it is lodged.	
<u>A. J. Kalotay</u> Licensed Surveyor	<u>S. 3. 2003</u> Date
FROM: <u>MAAMOTH INVESTMENTS PTY LTD.</u> <u>517 GREAT EASTERN HWY</u> <u>ROCKLIFE W.A. 6104</u> <u>PO BOX 672 WILLETTON W.A. 6955</u> Phone: <u>9414 8887</u> Facsimile: <u>9414 8886</u>	
LOGGED:	TYPE OF VALIDATION: FULL ALERT: LEGAL COMMENT: <u>15/10</u> DOCKET PLAN / CORRECT: <u>35180</u> CERTIFIED CORRECT: <u>14/11</u> FILE: _____
DATE: <u>29.03.03</u> PER PAID: <u>\$1603</u> + \$75 (H.A.E.C.) AMOUNT PAID: <u>\$1749.00</u>	APPROVED BY: WESTERN AUSTRALIAN PLANNING COMMISSION FILE: <u>120488</u> DELEGATED UNDER S.20 WAPC ACT 1986 DATE: _____
IN ORDER FOR DEALINGS	
SUBJECT TO: 	
FOR INSPECTION OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER	
APPROVED REG 26A (4)	
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER	
 DOLA Department of LAND ADMINISTRATION	
DEPOSITED PLAN	
36255	
SHEET: <u>1</u> OF <u>2</u>	VERSION: <u>1</u>

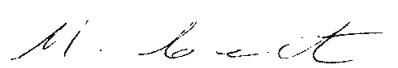
- 1.6 When at any time two or more persons or corporations own a joint interest in any Lot the subject of the Subdivision Lot, their liability hereunder will be joint and several. Any person who becomes, is or was a registered proprietor of a Lot on the Subdivision Plan will be liable for any breach of the restrictive covenant affecting that Lot which occurs while that person or corporation was the (or one of the) registered proprietor(s) of that Lot.
- 1.7 A person who becomes a registered proprietor of a Lot on the Subdivision Plan may, whilst that person is the registered proprietor, enforce or take action in respect of the breach of the restrictive covenants created by this Deed while the person is a registered proprietor of that Lot notwithstanding the breach complained of in respect of another Lot on the Subdivision Plan may have occurred prior to the registered proprietor seeking to enforce a restrictive covenant becoming a registered proprietor of a Lot on the Subdivision Plan.
- 1.8 The restrictive covenants contained in the preceding clause 1, hereof shall not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the registered proprietors of all Lots in the Subdivision Plan from time to time.
- 1.9 The registered proprietor of the Lot, from time to time will not make an application to any Court, the Commissioner of Titles or the Office of Titles for the partial or whole modification, removal or extinguishment of the restrictive covenants contained in the preceding clause 1 except with the prior written consent of the registered proprietors of all Lots in the Subdivision Plan from time to time.

Executed as a Deed the day and year first hereinbefore written.

The Common Seal of
NAVARAC PTY LTD
ACN 071 456 212
was hereunto affixed in accordance
with its Articles of Association
in the presence of:




Director


Director/Secretary

CONSENT BY ENCUMBRANCES, PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

ENCUMBRANCE -

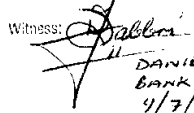
MORTGAGE I378717 TO NATIONAL AUSTRALIA BANK ON CERTIFICATE OF TITLE VOLUME 2541 FOLIO 439

MEMORIAL WATER AGENCIES (POWERS) ACT 1984

Witnessed by NATIONAL AUSTRALIA BANK
LIMITED ABN 12 934 044 937 by being
signed in Western Australia by its
Agency
STEVEN KEITH JARVIS
under Power of Attorney No EP20112
(at) declare that the above is the
official signature of the Bank in the presence of:

NATIONAL AUSTRALIA BANK LIMITED
By its Agency



Witness: 
DANIELA FABBARI
BANK OFFICER
9/7/03

Office

RELATIONSHIP MANAGER

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- (ii) constructed externally of clay brick, masonry or painted cement render and with a roof of clay or concrete tiles or colour bond metal or other materials approved by Navarac;
- (iii) with a roofed carport or garage to provide 'off street' parking for 2 vehicles and to be built of the same building materials as the main Dwelling.

1.2.3 construct or suffer to be constructed or permit to remain on the Lot:

- (i) any air-conditioning unit, which is not of similar colour to the main roof of the Dwelling;
- (ii) any solar hot water system affixed to the main roof of the Dwelling which is not architecturally integrated into the structure and in any event not on the front elevation of the Dwelling;
- (iii) any carports, garages, store rooms not under the same roof as the Dwelling or any detached structure or building exceeding 3 meters in height unless constructed in the same material as the walls and roof of the Dwelling.;
- (iv) any fences which are forward of the building line unless it is predominantly of the same building materials as the Dwelling;
- (v) any letterbox or screen walls from the Dwelling to the side boundary line.

1.2.4 from and including the date that any person resides in the Dwelling:

- (i) drive or permit or allow to be driven any vehicles over the Lot unless those vehicles are driven over driveways and crossovers constructed on the Lot of brick or block paving – such cross overs and driveways to be constructed at the same time as the Dwelling;
- (ii) park or store or permit or suffer to be parked or stored any vehicles of a commercial nature on the Lot or on any street or road adjacent to the Lot other than totally within a carport or garage on the Lot (other than commercial vehicles in use by non-resident tradespersons during the normal course of business directly related to the Lot)

- 1.2.5 (i) repair or permit or suffer to be repaired on the Lot any vehicle, motor cycle, trailer, boat or caravan unless the repairs can be constructed without being visible from the street or road adjacent to the Lot or from adjacent Lots;
- (ii) erect or permit or suffer to be erected or remain on the Lot a 'For Sale' sign prior to the completion of the Dwelling.

1.3 The above restrictive covenants shall expire and cease to have effect from and including 31 December 2015.

1.4 The Transferee must make its own enquiries about the impact of the restrictive covenants imposed by Navarac as they affect the Lot and shall be taken to have satisfied itself about the restrictive covenants prior to the Date of Contract.

1.5 The burden of the covenants and restrictions contained in the preceding clause 1, hereof or otherwise implied hereunder shall run and bind each Lot on the Subdivision Plan and bind the registered proprietor and its successors in title, Transferees and assigns and shall ensure for the benefit and be enforceable by each and every other registered proprietor of every other Lot on the Subdivision Plan and their successors in title and assigns.

mrднаvа6.doc

Restrictive Covenant under section 136D
of the Transfer of Land Act 1893

36A 66 015 878 624
WESTERN AUSTRALIA STAMP DUTY
SEE 22/07/03 15:37 0020996.00-001
FEE \$ *****
SD \$ *****0.00 PEN *****0.00
2003

THIS DEED is made the day of 2003

BY:

NAVARAC PTY LTD (ACN 071 456 212) of 517 Great Eastern Highway, Redcliffe, in the State
of Western Australia ("Navarac").

RECITALS:

- A. Navarac is the registered proprietor of an estate in fee simple of the whole of the land described as Lot 9003 on Deposited Plan 34903 being the whole of the land contained in Certificate of Title Volume 2541 Folio 439.
- B. Navarac has made an application to register Deposited Plan 36255 in relation to the Land ("the Subdivision Plan").
- C. Pursuant to section 136D of the Transfer of Land Act 1893, Navarac wishes to create a restrictive covenant on each Lot the subject of the Subdivision Plan (other than Lot 9004 on Deposited Plan 36255) ("Excluded Land") for the benefit of every other such Lot on the Subdivision Plan which is not an Excluded Land (all Lots on the Subdivision Plan which are not Excluded Land are hereinafter referred to as "Lot" or "Lots").

BY THIS DEED, NAVARAC HEREBY COVENANTS AND AGREES AND DECLARES as follows:

- 1. Pursuant to section 136D of the Transfer of Land Act 1893, Navarac HEREBY CREATES restrictive covenants on each Lot the subject of the Subdivision Pan in the following terms:

1.1 RESTRICTIVE COVENANTS

- 1.2 A registered proprietor shall not:

- 1.2.1 develop the Lot or permit or suffer the Lot to be developed other than for the construction and occupation of one permanent non-transportable single residential dwelling ("the Dwelling");
- 1.2.2 build or erect or suffer to be built or erected or permit to remain on the Lot any Dwelling other than a Dwelling;
 - (i) with an internal area of not less than 140m² (the internal area to include external walls but to exclude porches, carports, garages, verandas, store rooms and pergolas);

NAVARAC PTY LTD
(ACN 071 456 212)

DEED



♦ **MONY DE KERLOY** ♦
BARRISTERS & SOLICITORS

LEVEL 6, ST MARTINS TOWER, 44 ST GEORGE'S TERRACE, PERTH WA 6000
TEL:(08) 9221 5326 ♦ FAX:(08) 9221 5402 ♦ EMAIL: mdk@bekkers.com.au : REF: MRDNAVA6.DOC
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MONY DE KERLOY

BARRISTERS & SOLICITORS

Department of Land Administration
1 Midland Square
MIDLAND WA 6956

Dear Sir

RESTRICTIVE COVENANT

We advise that the intention of the restrictive covenant contained in the attached Deed of Restrictive Covenant is to bind all of the Lots created on Deposited Plan 36255 excluding Lot 9004 on Deposited Plan 36255 and is for the benefit of each and every other Lot created on the said Deposited Plan.

We further advise that in our opinion the covenants contained in the attached Deed of Restrictive Covenant are restrictive covenants.

Yours faithfully

MONY DE KERLOY
1 July 2003
MRDcov7