

**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.
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

OFFICE USE ONLY

**M583017 RC** 9 May 2014 9:00  
~~20 Mar 2014 15:10:10 Perth~~



REG \$ 160.00

*VMF*  
*See M583015*

**RESTRICTIVE COVENANT**

LODGED BY IRDI LEGAL

ADDRESS 248 OXFORD STREET  
LEEDERVILLE WA 6007

PHONE No. 9443 2544

FAX No. 9444 3808

REFERENCE No. PH:S20141490  
(543444)

ISSUING BOX No. 243V

PREPARED BY IRDI LEGAL

ADDRESS

PHONE No. FAX No.

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

*VMF*

TITLES, LEASES, DECLARATIONS, ETC LODGED HERewith

1. _____	Received items
2. _____	Nos.
3. _____	
4. _____	
5. _____	<i>Q</i>
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.



**AIR CONDITIONING OR COOLING UNIT/SOLAR HOT WATER UNITS**

Air conditioning or cooling units must be of a similar colour to the roof, located on the rear elevation or the rear half of a side elevation and not protrude above a ridgeline by more than 300mm. Solar hot water units must be integrated with and match the roof profile and pitch of the roof. Neither facility can be placed on a front elevation of the residence.

**LANDSCAPING**

All garden areas within public view to be completely landscaped within six months of occupation of the dwelling. Waterwise garden practices are encouraged.

**STREET TREES**

The developers will provide a street tree to enhance the streetscape of the suburb. These trees are not to be removed.

**SIGNS**

Buyers are NOT to erect, display or allow any sign, hoarding or advertising other than;

- (a) a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence; or
- (b) a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land; or
- (c) a "FOR SALE" sign which may be erected at the expiration of a period of five years from the date of purchase from the developer.

**WASHING LINES/RUBBISH BINS**

All washing lines and rubbish bins must be screened from the street and public places.

**DISPLAY HOMES**

The completed residence shall not be used for display purposes.

**COMMERCIAL VEHICLES**

Commercial vehicles are not to be parked or stored on or near any property.

**RECREATIONAL VEHICLES, BOATS ETC**

All recreational vehicles including caravans, boats, etc must not be parked or stored on a property unless contained within a garage or screened from public view (both street and park areas).

**TELECOMMUNICATION AERIALS, ANTENNAE AND DISHES**

The developer proposes to enter into an agreement for the installation of a fibre to the home system in the estate. Free to air stations and pay TV services are only available through a separate antenna or satellite dish, which must be located on a rear elevation and installed below the ridge line of the roof with a maximum protrusion above the ridge line of 100 millimetres.

**FACADES**

The façades to public domains (eg roads, public open space areas and the like) must be attractive to achieve home design excellence. The following requirements must be considered in the design of your home:

- Front elevations must comprise of a minimum of two (2) different wall materials or two different wall colours;
- Wall materials/colours must comprise of not less than 10 percent (10%) of the total front elevation; and
- Front elevations must incorporate at least two of the following architectural features:
  - ❖ Gable;
  - ❖ Gablet;
  - ❖ One arch to the brickwork of the front façade with projecting masonry corbels;
  - ❖ A portico with a minimum width of 1500mm that projects forward from the main roof of the front of the residence;
  - ❖ Projecting sill courses to windows;
  - ❖ A verandah with a minimum depth of 1500mm which comprises a minimum of 50% of the front elevation of the residence;
  - ❖ Cement render finish to the walls of the front elevation of the residence; or
  - ❖ A feature wall in contrasting material or colour.

**FENCING**

All side and rear boundary fencing must be fully installed on completion of construction of the dwelling or prior to completion.

No fencing is permitted forward of the building line unless it is part of a courtyard that adjoins a residence, is not more than 1500mm in height and is constructed of masonry or rendered masonry to match the residence or is constructed of open style pool fence materials.

Fencing to boundaries where provided by the developer is not to be altered in any way. In the event of damage, the lot owner shall repair in the same style and colour as provided. In the event of failure by the lot owner to repair the developer may do so and reclaim the cost from the lot owner.

Side boundary fencing must not be less than 1800mm in height and constructed in colourbond in the colour Grey Ridge. Secondary street boundary (being a side boundary which faces a street) fencing must consist of colourbond in the colour Grey Ridge, masonry or rendered masonry to match the house or open style pool fencing.

**OUTBUILDINGS**

Outbuildings are permitted and shall be constructed of the same materials as the residence except that storage outbuildings of 10m<sup>2</sup> or less may be constructed of Colorbond and must not protrude more than 300mm above a fence line.

**SITE LEVELS**

The general level of the site may not be altered except that the finished level can be raised by a maximum of 0.3 metres.

Any limestone retaining or other walls provided by the Seller may NOT BE ALTERED IN ANY WAY except for the construction of a parapet wall as approved by City of Armadale.

**Annexure "B"**  
**HERON PARK Harrisdale**  
**Development Conditions and Building Guidelines**

**INTRODUCTION**

In order to ensure the attainment of a minimum standard and to encourage home design excellence at Heron Park, these Guidelines set out the minimum standards and conditions under which residential development within the estate will normally be approved.

**BUILDING PLAN APPROVAL**

Two sets of elevation drawings, site and floor plans must be submitted to the Heron Park Project Managers (Satterley Property Group, 18 Bowman Street, South Perth) prior to the plans being submitted to the City of Armadale under the normal building approval procedure.

The Project Managers will peruse such plans for compliance with the Restrictive Covenants and Development and Building Guidelines and if considered to comply will return one approved set of plans to the applicant.

**DEVELOPMENT**

NO development is to commence on any lot without the plans having been approved in writing as set out above.

**MATERIALS:**

**External Walls:** External walls will be constructed with predominantly painted or rendered concrete, rendered masonry, clay bricks, limestone, natural coloured concrete blockwork, split face block feature walls, timber or weatherboard which has a stained or painted finish, fibre cement cladding, metal deck cladding, custom orb and/or mini orb, reverse brick veneer or composite materials (including a mixture of fibre cement products) or other similar material finished in facework or render.

**Roofing:** Clay or concrete tiles, slate or Colorbond® metal roofing in accordance with the City of Armadale requirements are acceptable. The following parameters for the various roof designs are required:

- Flat roof designs to be between 1 and 5 degrees;
- Skillion roof designs to be between 10 and 15 degrees; and
- Hip and Gable roof designs to be no less than 24 degrees.

**Driveways:** Each dwelling is to be provided with a driveway and crossover to be completed at the same time as the residence and before occupation. Maximum width of crossover shall be 6 metres and driveways must be no closer than 0.6 metres to any side boundary. All driveways and crossovers must comprise brick paving, poured limestone or patterned concrete paving. Grey or painted concrete is not permitted.

**SETBACKS**

As per the Residential Design Codes and City of Armadale policies and in compliance with Detailed Area Plans (DAP's) where applicable.

The Owner and its servants and agents may enter the land for the purposes of removing any sign erected in breach of this covenant.

8. NOT to breach or cause to be breached the **Heron Park Development Conditions and Building Guidelines** relating to the land a copy of which is attached and marked Annexure "B".
9. For the purposes of these restrictive covenants, "Detailed Area Plan" means the detailed area plan lodged with City of Armadale relating to the subdivision and development of the Owner's land of which the land forms part and which is part of the subdivision approval granted by WAPC to the Owner.
10. That the covenants herein contained shall operate and be enforceable until eight (8) years from the date of first issue of the certificate of title to the land after which date the covenants will cease to have any further effect.
11. That the burden of these covenants shall run with each lot on the plan of subdivision (other than the Excluded Lots) for the benefit of every other lot on that plan (other than the Excluded Lots). The covenants shall be enforceable against every registered proprietor from time to time of the land, by the Owner and every subsequent registered proprietor of any other lot on the plan of subdivision.

- m) A solar hot water heater, unless it is located on a side or rear elevation of the residence, fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.
  - n) A clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view from the street at the front of the residence.
  - o) A television or radio antenna and a satellite dish unless located on a rear elevation and installed below the ridge line of the roof with a maximum protrusion above the ridge line of 100 millimetres.
  - p) An outbuilding or shed of up to 10 square metres in floor area unless constructed of the same materials as the residence or of colorbond and it does not protrude more than 300mm above the fence line and is otherwise in compliance with the building requirements of City of Armadale.
  - q) Any outbuilding or shed greater than 10 square metres in floor area unless constructed of the same materials as the residence.
  - r) Any outbuilding or shed on or within any yard on part of the land which abuts any public open space.
3. NOT to park or allow to be parked on the land or on the road or on any other land near to or next to the land, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres).
  4. NOT to park caravans, trailers, boats or any other similar recreational machinery ("vehicles") on the land or on the road or on any other land near to or next to the land unless the vehicles are parked wholly in accordance with the requirements of the City of Armadale and are housed in a screened location behind the front building setback line.
  5. That where retaining walls or fences have been erected on any of the boundaries of the land by the Owner, NOT to alter or remove any of the retaining walls or fences except for the construction of a parapet wall in accordance with an approval from City of Armadale, NOT to allow or permit the retaining walls or fences to fall into a state of disrepair, and NOT to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls or fences.
  6. That if retaining walls or fences have been erected on any of the boundaries of the land by the Owner, NOT to alter the level of the surface of the land by elevating the level by more than 300 millimetres.
  7. NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than;
    - (a) a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence; or
    - (b) a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land; or
    - (c) a "FOR SALE" sign which may be erected at the expiration of a period of five years from the date of registration of the Transfer of Land relating to the purchase from the Owner, if a residence has not been completed at that time.

- i) not less than 1800mm in height; and
  - ii) constructed of materials known as Colorbond® or similar in the colour of Grey Ridge on both sides, and is capped.
- h) Subject to paragraph (j) any fence on any side boundary which faces on to a street unless it is:
- (i) not less than 1800mm in height;
  - (ii) constructed of materials known as Colorbond® or similar in the colour of Grey Ridge on both sides, and is capped; or
  - (iii) constructed of masonry or rendered masonry to match the residence; or
  - (iv) constructed of open style pool fence materials (including an open picket fence).
- i) Any other fence (not being a side fence) which extends forward of the building set back line unless it is part of a courtyard attached to the residence and is:-
- i) not more than 1500 mm in height; or
  - ii) constructed of masonry or rendered masonry to match the residence; or
  - iii) constructed of open style pool fence materials (including an open picket fence).
- j) A residence, unless all side and rear boundary fencing is constructed and completed at the same time as, or prior to, occupation of the residence.
- k) A letterbox which is not located adjacent to the driveway on the land, is not clearly numbered or does not match or complement the residence.
- l) An airconditioner or evaporative cooler, unless:-
- i) contained wholly within the residence; or
  - ii) it is located on a rear elevation and is installed below the ridge line of the roof and has a maximum protrusion above the ridge line of not more than 300mm; or
  - iii) it is located on the rear half of a side elevation of the residence; or
  - iv) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence or on a side or rear wall of the residence
- AND:
- A. it is not located on the front elevation of the residence; and
  - B. is of similar colour to the roof of the residence.

- iii) using roof materials which are not concrete or clay tiles, slate or Colorbond®.
  - iv) using roof materials known as zincalume or other reflective material.
  - v) which is transported or is a transportable residence.
- b) a residence which does not contain at least two of the following features:
- i) a gable;
  - ii) a gablet;
  - iii) one arch to the brickwork of the front façade with projecting masonry corbels;
  - iv) a portico with a minimum width of 1500 millimetres that projects forward from the main roof of the front of the residence;
  - v) projecting sill courses to windows;
  - vi) a verandah with a minimum depth of 1500 millimetres which comprises a minimum of 50% of the front elevation of the residence;
  - vii) a cement render finish to the walls of the front elevation of the residence; or
  - viii) a feature wall in contrasting material or colour.
- c) A garage which, if not located under the main roof of the residence, is not constructed in the same materials as the residence.
- d) A residence, unless a driveway and the crossover between the road and the parking area on the land are constructed and completed prior to occupation of the residence.
- e) A driveway which is:
- i) wider than 6 metres at the street boundary of the lot;
  - ii) less than 0.6 metres from any side boundary of the lot;
  - iii) which is not constructed of brick or block paving, poured limestone or patterned concrete;
  - iv) constructed of grey or painted concrete.
- f) A residence, unless all ground areas which are visible from the street or any public open space adjoining or near the land ("visible areas") is properly landscaped within 6 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a beautifying surface.
- g) Subject to paragraphs (h) and (j), any side boundary fence which adjoins another lot unless it is:-



**Annexure "A"**  
**HERON PARK STAGE 13**  
**Restrictive Covenants**

The Owner (which expression includes the transferees, assignees and successors of the Owner) covenants:

1. **NOT TO CONSTRUCT**, erect or install or permit to be constructed, erected or installed on any of the lots or any part of them ("the land"):-
  - a) A residence which is not a permanent non-transportable private residence ("a residence").
  - b) A residence which does not comprise as its floor, a one piece concrete slab construction.
  - c) A residence with a flat roof (excluding any part of the roof which covers verandah areas) unless the roof pitch is between 1° and 5°.
  - d) Subject to clause 1(e), a residence, where the roof is pitched, and the roof pitch is less than 24° (excluding any part of the roof which covers verandah areas).
  - e) A residence which has a roof:
    - (i) which is skillion roof, unless the roof pitch is between 10° and 15° (excluding any part of the roof which covers verandah areas); and
    - (ii) which contains a hip and gable unless the pitch of the gable is no less than 24°.
  - f) A residence which has access through a rear laneway and provides for vehicular access other than by that laneway.
  - g) A residence or any other improvements constructed on the land which does not comply with the Detailed Area Plan.
  
2. **NOT TO CONSTRUCT**, erect or install or permit to be constructed, erected or installed on the land:
  - a) A residence or any alteration or addition to a residence:-
    - i) which does not have a front elevation comprised of a minimum of 2 different wall materials or 2 different wall colours;
    - ii) subject to paragraph (a)(i), using wall materials which are not either predominantly painted or rendered concrete, rendered masonry, clay bricks, limestone, natural coloured concrete blockwork, split face block feature walls, timber or weatherboard which has a stained or painted finish, fibre cement cladding, metal deck cladding, custom orb and/or mini orb, reverse brick veneer or composite materials (including a mixture of fibre cement products) or other similar material finished in facework or render, provided that each of those materials used comprise not less than 10% of the total front elevation wall area (excluding windows) of the residence;

EXECUTED as a deed this 8 day of *Jan* 2012

EXECUTED by HARRISDALE DEVELOPMENTS PTY LTD (ACN 145 750 625) in accordance with section 127 of the Corporations Act

*[Signature]*  
Signature of Director

**David Conrad Williams**

Print name of Director

*[Signature]*  
Signature of Director/Secretary

**Rossmore James Carmichael**

Print name of Director/Secretary

**CONSENT OF MORTGAGEE**

COMMONWEALTH BANK OF AUSTRALIA trading as BANKWEST (ABN 48 123 123 124), the successor in law to BANK OF WESTERN AUSTRALIA LIMITED (ABN 22 050 494 454) pursuant to the Financial Sector (Business Transfer and Group Restructure) Act 1999 (Cth) being the mortgagee of the land pursuant to mortgage number L778416 hereby consents to this deed of restrictive covenants and to registration of Deposited Plan 401234

DATED the 8 day of *Jan* 2012

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN 48 123 123 124 by its duly constituted Attorney under Power of Attorney No.M26349 dated 7 August 2012 who has no notice of revocation of such Power of Attorney in the presence of	)	by its attorney:
<i>[Signature]</i>	)	<i>[Signature]</i>
An Officer of the Bank (sign)	)	Signature
<b>Cassandra Thomas</b>	)	Beverly Hayne
Assistant Relationship Manager	)	Relationship Manager
Property Finance Unit	)	Property Finance Unit
Full Name of witness (Please print):	)	Bank of Western Australia Ltd
Address:	)	Full name of Attorney
	)	Position of Attorney

2.2. be enforceable against the registered proprietor of a lot by the Owner and every subsequent registered proprietor of the other lots on the Plan (other than the Excluded Lots);

but not so as to render the Owner personally liable in respect of any lot after the Owner has parted with its interest in the lot.

### 3. SEPARATE AND DISTINCT COVENANT

Each restrictive covenant is a separate and distinct restrictive covenant, and if any restrictive covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining restrictive covenant will be valid and enforceable to the fullest extent permitted by law.

### 4. TERM OF RESTRICTIVE COVENANTS

The restrictive covenants shall expire on the day being eight (8) years after the date of first issue of the certificates of title for the lots on the Plan after which date the covenants will cease to have any further effect.

### 5. ENFORCEMENT

The Owner accepts no responsibility for the enforcement of the restrictive covenants, but reserves the right to do so, so long as it is the registered proprietor of a lot.

### 6. DEFINITIONS

Any terms defined in this deed shall have the same meaning when used in the restrictive covenants.

## SCHEDULE

### The Land:

Lot 9023 on Deposited Plan 400434 and being the whole of the land in Certificate of Title Volume 2832 Folio 783 .

### Encumbrances:

Mortgage L778416.  
L 483502

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## RESTRICTIVE COVENANT

(Note 1)

### RESTRICTIVE COVENANT

Pursuant to Section 136D of the Transfer of Land Amendment Act 1996.

**HARRISDALE DEVELOPMENTS PTY LTD** (ACN 145 750 625) of 18 Bowman Street, South Perth ("the Owner").

#### BACKGROUND:

- A. The Owner is the registered proprietor of the land described in the Schedule to this deed ("the Land") subject to the encumbrances referred to in the Schedule.
- B. The Owner intends to subdivide the Land and has lodged a plan of subdivision with the Western Australian Planning Commission which has been approved and is now known as Deposited Plan 401234 ("the Plan").
- C. In accordance with Section 136D of the Transfer of Land Act the Owner requires each of the lots on the Plan ("the lots") other than Lots 8201 and 9024 ("the Excluded Lots") to be encumbered by the restrictive covenants set out in Annexure "A" hereto ("the restrictive covenants"), so that the restrictive covenants will be noted on the Plan and on each Certificate of Title that issues for the lots (other than the Excluded Lots).

#### OPERATIVE PART:

This deed witnesses as follows:-

##### 1. CERTIFICATES OF TITLE - BURDEN AND BENEFIT

Each Certificate of Title which issues for a lot on the Plan (other than the Excluded Lots) is to be encumbered by the restrictive covenants which will run with the land described in the Certificate of Title for the benefit of the other lots on the Plan (other than the Excluded Lots).

##### 2. RESTRICTIVE COVENANTS

The Owner intends that the burden of the restrictive covenants is to:

- 2.1. run with each lot for the benefit of each and every other lot on the Plan (other than the Excluded Lots); and