

FORM B2  
FORM APPROVAL  
NO. B5471

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED.

## BLANK INSTRUMENT FORM

### ANNEXURE A

This is the annexure marked "A" referred to in the Offer and Acceptance contract  
dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

made between

\_\_\_\_\_ as Buyer and Gold Estates Holdings Pty Ltd as Seller to purchase LOT \_\_\_\_\_

**RESTRICTIVE COVENANT**

(Note 1)

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# EDEN GREEN – STAGE 5 – STANDARD ALLOTMENTS

## Deed of Restrictive Covenant

### (Pursuant to section 136D of the Transfer of Land Act)

**Date:**

**Parties:** GOLD ESTATES HOLDINGS PTY LTD (ACN 097 065 944) of 189 Hay Street, Subiaco in the State of Western Australia (“**Gold Estates**”).

**Recitals:**

- A. Gold Estates owns the land described in Item 1 on the **Schedule** hereto (“**the Deposited Plan**”).
- B. Gold Estates is subdividing part of the Deposited Plan (“**Subdivision**”) and has lodged the Deposited Plan with Landgate to effect the creation and registration of new titles the subject of the Subdivision.
- C. In accordance with section 136D of the Transfer of Land Act Gold Estates requires each of the lots referred to in Item 2 of the **Schedule** (“**Encumbered Lots**”) to be encumbered by the restrictive covenants set out in this document, so that the restrictive covenants will be noted against the Encumbered Lots on the Deposited Plan and when separate Certificates of Title issue for the lots the burden and the benefit of each of the restrictive covenants is to be noted on the Certificate of Title of each of the Encumbered Lots.

## IT IS AGREED

### 1. RESTRICTIVE COVENANTS

The registered proprietor (which expression includes the transferees, assigns and successors of the registered proprietor) covenants it will:

- 1.1 NOT construct, erect, externally renovate or install or permit to be constructed, erected, externally renovated or installed on the Encumbered Lots against which these restrictive covenants are registered (“**Property**”):
  - (a) any structure or appendage (including but not limited to dwellings, ‘granny flats’, garages, outbuildings, swimming pools, tennis courts) on the Property without:
    - (i) prior to commencement of construction, obtaining the approval of the Eden Green Estate Project Manager from time to time (being currently Richard Noble & Company) (“**Project Manager**”) to plans and specifications showing the nature, location, materials and height of the proposed structure or appendage (as submitted to the Project Manager by the registered proprietor); and
    - (ii) such approved plans and specifications being submitted to the City of Cockburn for building approval;
  - (b) a private single dwelling house (“**Residence**”) with a total floor area (inclusive of external walls and alfresco areas, but exclusive of porches, carports, garages, verandahs and other unenclosed areas) of:

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- (i) in the case of lots 279-284 (inclusive), being lots with a total area less than 400 square metres, less than 130 square metres;
  - (ii) in the case of lots 306-312 (inclusive), lots 315-320 (inclusive), and lots 323-325 (inclusive), being lots with a total area of between 400 square metres and 500 square metres, less than 160 square metres; and
  - (iii) in the case of lots 272-278 (inclusive), lots 285-294 (inclusive), lots 299-305 (inclusive), lots 313-314 (inclusive), lots 321-322 (inclusive) and lots 326-333 (inclusive), being lots with a total area greater than or equal to 500 square metres, less than 180 square metres;
  - (iv) in the case of lots 295-298 (inclusive) being lots with a total area of greater than or equal to 500 square metres with dual zoning, less than 180 square metres except, where multiple dwelling houses are erected on a lot, no restriction applies;
- (c) a Residence or garage with a roof pitch of less than 24° or, in the case of a curved roof, a roof with an equivalent roof height at its highest point, of less than a roof with a pitch of not less than 24° at its highest point; or
  - (d) a Residence that does not incorporate a double, side-by-side garage comprised of the same materials as the Residence.

1.2 NOT alter the general level of the site or allow the finished site level to be raised by more than 0.3 metres unless written consent from the Project Manager has first been obtained.

1.3 NOT setback the construction of any improvements on the Encumbered Lots other than in accordance with the following:

- (a) In the case of lots 272-278 (inclusive), lots 285-294 (inclusive) and lots 299-333 (inclusive)
  - (i) Front Setback – in accordance with the requirements of the Residential Design Codes 2008;
  - (ii) Rear Setback – in accordance with the requirements of the Residential Design Codes 2008;
  - (iii) Side Setback – in accordance with the requirements of the Residential Design Codes 2008, except that first floor parapets are restricted to a maximum of one-third the length of the boundary; and
  - (iv) Secondary Street Setback –minimum of 1.5 metres,
- (b) in the case of lots 279-284 (inclusive):
  - (i) Front Setback – in accordance with the requirements of the Residential Design Codes 2008;
  - (ii) Rear Setback – in accordance with the requirements of the Residential Design Codes 2008;
  - (iii) Side Setback – in accordance with the requirements of the Residential Design Codes 2008, except that first floor parapets are restricted to a maximum of one-third the length of the boundary; and
  - (iv) Secondary Street Setback –minimum of 1.5 metres,  
as modified by the Detailed Area Plans R-Code Variations,

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- (c) in the case of lots 295-298 (inclusive):
  - (i) Front Setback – in accordance with the requirements of the Residential Design Codes 2008;
  - (ii) Rear Setback – in accordance with the requirements of the Residential Design Codes 2008;
  - (iii) Side Setback – in accordance with the requirements of the Residential Design Codes 2008, except that first floor parapets are restricted to a maximum of one-third the length of the boundary; and
  - (iv) Secondary Street Setback –minimum of 1.5 metres, as modified by the Detailed Area Plans R-Code Variations.

1.4 NOT allow the front elevation of the Residence constructed on an Encumbered Lot to be in any orientation other than:

- (a) in the case of lots 279-284 (inclusive), facing the public open space;
- (b) in the case of lots 302-305 (inclusive), facing Twig Street; and
- (c) in the case of lots 272-278 (inclusive), lots 285-301 (inclusive) and lots 306-333 (inclusive), facing Johnsonia Bend.

1.5 NOT allow the postal address of the Property to be:

- (a) in the case of lots 279-284 (inclusive), on any street other than Hugel Lane;
- (b) in the case of lots 302-305 (inclusive), on any street other than Twig Street; and
- (c) in the case of lots 272-278 (inclusive), lots 285-301 (inclusive) and lots 306-333 (inclusive), on any street other than Johnsonia Bend.

1.6 NOT commence construction more than twelve (12) months from the date of settlement of purchase of the Property and NOT complete construction of the Residence more than eighteen (18) months from the date of approval by the Project Manager, unless written consent from the Project Manager has first been obtained.

1.7 NOT construct, erect, externally renovate or install or permit to be constructed, erected, externally renovated or installed on the Property:

- (a) a Residence or any alteration, or addition to a Residence using:
  - (i) external wall materials which are not either predominantly concrete, clay bricks, limestone or other similar materials finished in face brickwork or render;
  - (ii) more than 50% of any wall materials comprising mini-orb, weatherboard, timber or other similar materials of any one elevation; or
  - (iii) roof materials, which are not concrete or clay tiles, zincalume or colorbond metal;
- (b) a garage which, if not located under the main roof of the Residence:

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- (i) is not made of the same materials as the Residence; or
  - (ii) in the opinion of the Project Manager, does not match or complement the Residence, in respect of the pitch of the roof, materials used, the design and external appearance including colour and the quality of construction;
- (c) a Residence, unless a driveway to the garage on the Property and crossover is constructed and completed prior to occupation of the Residence;
  - (d) a Residence, unless all side and rear boundary fencing is constructed and completed prior to occupation of the Residence;
  - (e) a crossover or driveway which is wider than six (6) metres, is less than 0.6 metres from any side boundary of the Property and/or is not constructed of brick paving, liquid limestone, limestone block or only exposed aggregate concrete;
  - (f) a pathway which is not constructed of brick paving, liquid limestone, limestone block or only exposed aggregate concrete;
  - (g) subject as herein after provided, any fence or gate that is not comprised of colorbond on both sides and rear with Evergreen metal posts and domain coloured metal sheet infill;
  - (h) an air-conditioner or evaporative cooler, unless:
    - (i) contained wholly within the Residence; or
    - (ii) within the roof space between the ceilings of the Residence and the underside of the roof of the Residence; or
    - (iii) where not adhering to (i) or (ii), is:
      - (A) screened from public view from the street at the front of the Residence and areas of public open space;
      - (B) positioned to minimise noise impact to neighbouring residences; and
      - (C) if installed on the roof, installed below the ridge line of the roof and of similar colour to the roof;
  - (i) a solar hot water heater unless it is screened from public view, fits the roof profile, is not elevated at an angle to the roof profile and otherwise matches or complements the Residence; or
  - (j) a clothesline or rainwater tank except in accordance with the manufacturer's instructions and if screened from public view.

1.8 NOT construct, erect or install or permit to be constructed, erected or installed on the Property a television and/or radio antennae or satellite dish unless such television and/or radio antennae or satellite dish is not visible from any street at the front of the Residence and areas of public open space.

1.9 NOT allow vehicle access to the Property to be:

- (a) in the case of lot 303 and lot 304, from any direction other than from Twig Street;

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- (b) in the case of lot 302 and lot 305, from any direction other than from Twig Street or Johnsonia Bend;
- (c) in the case of lots 272-278 (inclusive), lots 285-301 (inclusive), lots 306-316 (inclusive) and lots 319-333 (inclusive), from any direction other than from Johnsonia Bend;
- (d) in the case of lots 279-284, from any direction other than from Hugel Lane; and
- (e) in the case of lots 317-318, from any direction other than from Johnsonia Bend or Scaevola Green.

1.10 NOT construct any garage on the Property at an orientation:

- (a) in respect of lot 303 and lot 304, other than towards Twig Street;
- (b) in respect of lot 302 and lot 305, other than towards Johnsonia Bend or Twig Street;
- (c) in respect of lots 272-278 (inclusive), lots 285-301 (inclusive), lots 306-316 (inclusive) and lots 319-333 (inclusive), other than towards Johnsonia Bend;
- (d) in respect of lots 279-284, other than towards Hugel Lane; and
- (e) in respect of lots 317 - 318, other than towards Johnsonia Bend or Scaevola Green.

1.11 NOT park, keep or store or permit to be parked, kept or stored on the Property or on the road or on any other Property near or next to the Property, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres), caravans, trailers, mobile homes, boats or any other mobile machinery unless:

- (a) the above are housed or contained wholly within a garage on the Property or are otherwise screened from public view; and
- (b) in the case of commercial vehicles, the prior approval of the City of Cockburn has been obtained.

1.12 NOT conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft or any other vehicle on the Property other than wholly within a garage on the Property, or any part thereof.

1.13 where retaining walls or fences have been erected on any of the boundaries of the Property by Gold Estates, NOT:

- (a) alter or remove any or the retaining walls or fences;
- (b) allow or permit the retaining walls or fences to fall into a state of disrepair; or
- (c) repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences,

unless written consent from the Project Manager has first been obtained.

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- 1.14 NOT accumulate or keep or permit to accumulate or keep rubbish, trash, garbage or other waste material whatsoever on the Property except in appropriate permanent or temporary containers specially constructed for that purpose and placed in appropriate areas screened from view.
- 1.15 NOT erect or display or cause to be erected or displayed on the Property 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 1939 (WA) during the period of construction of the Residence; or
  - (b) a “FOR SALE” or “FOR LEASE” sign.
- 1.16 NOT use the completed Residence for display purposes unless approved by the City of Cockburn.
- 1.17 NOT raise, breed or keep or permit to be raised, kept or bred any animals, on the Property, other than domestic pets.
- 1.18 NOT permit any form of construction on the Property (including patios, garages and other outbuildings) other than where the total area of all construction on the Property is less than 50% of the total site coverage.
- 1.19 NOT permit or allow all garden areas on the Property within public view:
  - (a) not to be landscaped within three (3) months of occupation of the Residence; or
  - (b) to be poorly maintained or fall into a state of disrepair.
- 1.20 NOT breach or cause to be breached the Eden Green Stage 5 Development Conditions and Building Guidelines relating to the Property (“**Guidelines**”) which have been supplied to the registered proprietor and which any successive registered proprietor acknowledges having received (provided that, if there is any inconsistency between the Guidelines and the terms of this document, the terms of this document shall prevail).

**2. TERM OF RESTRICTIVE COVENANTS**

The covenants herein contained shall operate and be enforceable until 1 August 2020, when such covenants will cease to have any further effect.

**3. BURDEN OF RESTRICTIVE COVENANTS**

Gold Estates intends that the burden of the restrictive covenants is to:

- (a) run with the Property for the benefit of each and every other registered proprietor of the Encumbered Lots on the Deposited Plan; and
- (b) be enforceable against the registered proprietor of each of the Encumbered Lots on the Deposited Plan by Gold Estates and every subsequent registered proprietor of each and every Encumbered Lot.

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**4. NO RESPONSIBILITY FOR ENFORCEMENT**

During the period that Gold Estates is the registered proprietor of any of the Encumbered Lots on the Deposited Plan it accepts no responsibility, at law or at equity, for enforcement of the restrictive covenants.

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**SCHEDULE**

**Item 1:** All of that land in Deposited Plan 68774.

**Item 2:** Lots numbered 272-333 (inclusive) on the Deposited Plan.

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**EXECUTED AS A DEED**

**Executed by Gold Estates Holdings** )  
**Pty Ltd** )  
pursuant to s127(1) of the )  
*Corporations Act 2001 (Cth)*

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director (print)

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**INSTRUCTIONS**

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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.
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**NOTES**

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REFERENCE No.	GOLD16140-9070095 5503984/3
PHONE No. (08) 9460 1798	FAX No. (08) 9460 1667
EMAIL	andria.wu@corrs.com.au

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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