

**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

**0540737 RC**

30 Oct 2020 08:30:00 Perth



LODGED BY: DevelopmentWA  
ADDRESS: Level 2, 40 The Esplanade  
Perth WA 6000  
PHONE NO: 9482 7499  
FAX NO: 9482 7401  
REFERENCE NO: 2002925  
ISSUING BOX No. 172S

PREPARED BY: DevelopmentWA  
ADDRESS: Level 2, 40 The Esplanade  
Perth WA 6000  
PHONE NO: 9482 7499  
FAX NO: 9482 7401  
REF: 12002925

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. \_\_\_\_\_ Received items
2. \_\_\_\_\_
3. \_\_\_\_\_ Nos.
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

**SCHEDULE**

1. The Land:  
All Lots except Lot 9008 on Deposited Plan 419663 being part of former Lot 9007 on Deposited Plan 414484 in Certificate of Title Volume 2968 Folio 471.
2. Encumbrances:  
NIL.

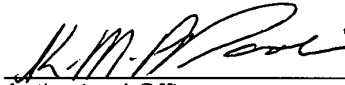
Signed on behalf of the  
**WESTERN AUSTRALIAN LAND AUTHORITY** by  
person(s) authorised by its board in accordance  
with Section 45(2)(b) of the Western Australian  
Land Authority Act 1992



\_\_\_\_\_  
Authorised Officer

**SARAH CHRISTINE RUSSELL**

\_\_\_\_\_  
Print Name of Authorised Officer



\_\_\_\_\_  
Authorised Officer

**Katherine Marie Annette Paradis**

\_\_\_\_\_  
Print Name of Authorised Officer

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 being to the fullest extent permitted by law.

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## RESTRICTIVE COVENANT

(Note 1)

THIS DEED is made the 22 day of OCTOBER 2020

### BY:

**WESTERN AUSTRALIAN LAND AUTHORITY** trading as DevelopmentWA of Level 2, 40 The Esplanade, Perth, Western Australia ("**Registered Proprietor**")

### BACKGROUND:

- A. The Registered Proprietor is the registered proprietor of the land described in the Schedule to this deed ("**the Land**").
- B. The Registered Proprietor intends to subdivide the Land and has lodged a plan of subdivision with the Western Australian Planning Commission which is known as Deposited Plan 419663 ("**the Plan**").
- C. In accordance with section 136D of the Transfer of Land Act 1893, the Registered Proprietor requires all of the lots on the Plan ("**the 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.
- D. The restrictive covenant will be enforceable by the registered proprietor of any lot on the Plan.

### OPERATIVE PART:

This deed witnesses as follows:

#### 1. CERTIFICATE OF TITLE

Each Certificate of Title which issues for a Lot on the Plan 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.as follows :-

Each registered proprietor shall not alter, damage, or do anything to cause any retaining wall constructed or to be constructed on or adjoining the Land not to perform as intended.

#### 2. RESTRICTIVE COVENANTS

The Registered Proprietor intends that the burden of the Restrictive Covenants is to:

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