



Subject Site  
Lot 6 Diagram 71688  
37 Endeavour Road, Hillarys



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199

THIS DEED is made on 30 November 1995

**BETWEEN:** PERMANENT TRUSTEE AUSTRALIA LIMITED  
 A.C.N. 008 412 913 as Trustee for The National Mutual  
 Property Trust a company having its office at 294-296  
 Collins Street (formerly 140 William Street)  
 Melbourne, Victoria ("Permanent")

**AND:** THE CITY OF WANNEROO Administration Centre, Boas  
 Avenue, Joondalup, Western Australia ("City")

**OPERATIVE PROVISIONS:** WESTERN AUSTRALIA STAMP DUTY  
 15/Feb/96 3667637 DUP \$\*\*\*\*\*2.00  
 0/5 \$5.00

## 1. Interpretation

1.1 The following words have these meanings in this Deed:

"Development" means the Showroom and Commercial Development proposed to be constructed on the Land as described in clause 2 of this Deed.

"Land" means the land described in the Schedule.

"Restrictive Covenant" means the restrictive covenant in clause 2 of this Deed.

1.2 In this Deed unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any party to this Deed includes a reference to that party's executors administrators successors substitutes (including without limitation parties taking by novation) and assigns;
- (c) an obligation representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (d) an obligation representation or warranty on the part of 2 or more persons binds and is enforceable against them jointly and severally;
- (e) a reference to a clause or a schedule is a reference to a clause or schedule in this Deed.

## 2. Restrictive Covenant

2.1 City as the relevant local authority having jurisdiction over the Land and its uses has agreed to allow Permanent to carry out the Development subject to Permanent entering into a Deed of Covenant with City under which it agrees to restrict the use of the Land.

- 2.2 Permanent as the registered proprietor of the Land covenants with City that it will not use or permit the use of the Land for any purpose other than:

Offices  
 Consulting Rooms  
 Funeral Directors  
 Restaurants  
 Places of Worship  
 Amusements/Recreation -

pool/snooker rooms  
 art gallery  
 cinema  
 night clubs  
 amusement parlour  
 video hire

Showrooms

Soft Furnishings  
 Hardware (Domestic): hardware store, yard and nursery  
 Domestic appliances (white goods) sales and repairs  
 Furniture  
 Ceramics  
 Bicycle Sales and Service  
 Stationery Supplies  
 Computer/Office equipment  
 Handicrafts  
 Laundrette  
 Pawnbrokers

- 2.3 Permanent further agrees to provide car parking facilities in the Development on the basis of 1 car parking bay for every 30 square metres of floor area in the building or buildings to be erected on the Land as part of the Development.

**3. Covenant binds successors**

- 3.1 The Restrictive Covenant is made by Permanent for itself and its successors substitutes and assigns as the registered proprietor of the Land to the intent that the Restrictive Covenant will enure for the benefit of City and its successors.

- 3.2 In the event of any disposal assignment or transfer of all or any part of the Land Permanent must at its cost procure the execution by the proposed disponee assignee or transferee of a deed of covenant to which City is also a party in a form similar to this Deed with any necessary changes so as to bind the proposed disponee assignee or transferee to the terms of this Deed as if it was named in this Deed as Permanent and deliver a duly stamped copy of that deed of covenant to City.

**4. No application for restricted use**

Permanent will not include in any development application with respect to the Development or any other development of the Land any request for a use prohibited by the Restrictive Covenant.

5. **Caveat**

5.1 City may lodge a subject to claim caveat to protect its rights under this Deed and agrees if requested to do so by Permanent for the purposes of any dealing requiring the withdrawal of the caveat, to withdraw it forthwith but will have the right to reodge its caveat following the registration or withdrawal of the relevant dealing.

5.2 Permanent agrees to pay City's reasonable costs in connection with the lodging and any withdrawal and relodging of the caveat.

6. **Costs**

All legal costs and expenses for the preparation of this Deed are to be paid by Permanent.

7. **Stamp duty**

Permanent will pay the stamp duty on this Deed.

8. **Governing Law**

This Deed is governed by the laws of Western Australia.

EXECUTED as a Deed.

**TABLE 1 (CLAUSE 3.2) – THE ZONING TABLE**

ZONES  USE CLASSES	RESIDENTIAL	MIXED USE	BUSINESS	COMMERCIAL	CIVIC & CULTURAL	PRIVATE CLUBS/RECREATION	SERVICE INDUSTRIAL	SPECIAL RESIDENTIAL	RURAL
Abattoir	X	X	X	X	X	X	X	X	X
Aged or Dependent Persons' Dwelling	D	D	D	D	X	X	X	X	X
Amusement Facility/Parlour	X	X	D	D	D	D	D	X	X
Ancillary Accommodation	D	X	X	X	X	X	X	X	X
Aquaculture	X	X	X	X	X	X	X	X	D
Art Gallery	X	D	P	P	P	P	X	X	A
Auction Room	X	D	D	D	X	X	P	X	X
Bakery	X	D	D	D	X	X	D	X	X
Bank	X	P	P	P	X	X	X	X	X
Beauty Parlour	X	P	P	P	X	D	X	X	X
Bed & Breakfast	D	P	D	P	X	D	X	D	D
Car Park	X	D	P	P	P	P	P	X	X
Car Wash	X	X	D	D	X	X	P	X	X
Caravan Park	A	X	X	X	X	P	X	X	X
Caretaker's Flat/House	D	D	D	D	D	D	D	X	X
Cattery	X	X	X	X	X	X	X	D	D
Child Care Centre	D	D	D	D	D	D	X	D	X
Cinema	X	X	D	D	D	D	X	X	X
Cinema Complex	X	X	X	X	X	X	X	X	X
Civic Building	D	D	D	D	P	D	X	X	X
Club (Non-Residential)	X	X	D	P	D	D	D	X	X
Communication Antenna - Domestic	P	P	D	D	X	X	X	P	D
Communication Antenna	D	D	D	D	X	X	D	X	D
Concrete Batching Plant	X	X	X	X	X	X	X	X	X
Consulting Rooms	D	P	P	P	D	X	X	D	X
Convenience Store	X	D	P	P	X	D	D	X	X
Corner Store	X	P	P	P	X	X	X	X	X
Costume Hire	X	D	P	P	X	X	D	X	X
Department Store	X	X	X	D	X	X	X	X	X
Drive In Theatre	X	X	X	X	D	D	X	X	X
Drive Through Food Outlet	X	X	D	D	X	X	X	X	X
Dry Cleaning Premises	X	X	D	P	X	X	P	X	X
Education Establishment	X	D	D	D	D	D	D	X	X
Equestrian Activity	X	X	X	X	X	D	X	X	X
Equipment Hire	X	X	D	D	X	X	D	X	X
Fuel Depot	X	X	X	X	X	X	D	X	X
Funeral Parlour	X	X	D	D	X	X	D	X	X
Garden Centre	X	X	P	P	X	X	P	X	X
Golf Course	X	X	X	X	X	D	X	X	X
Grouped Dwelling	D	D	D	D	X	X	X	X	X

ZONES  USE CLASSES	RESIDENTIAL	MIXED USE	BUSINESS	COMMERCIAL	CIVIC & CULTURAL	PRIVATE CLUBS/RECREATION	SERVICE INDUSTRIAL	SPECIAL RESIDENTIAL	RURAL
Hairdresser	X	P	P	P	X	D	X	X	X
Hall	X	D	D	D	P	D	X	X	X
Hardware Store	X	X	D	P	X	X	D	X	X
Holiday Village/Resort	X	X	X	X	X	D	X	X	X
Home Business – Category 1	P	P	P	P	X	X	X	P	X
Home Business – Category 2	D	P	P	P	X	X	X	P	X
Home Business – Category 3	A	P	P	P	X	X	X	D	X
Hospital	X	X	D	D	D	X	X	X	X
Hotel	X	X	D	D	X	D	X	X	X
Industry – Extractive	X	X	X	X	X	X	X	X	X
Industry – General	X	X	X	X	X	X	X	X	X
Industry – Hazardous	X	X	X	X	X	X	X	X	X
Industry – Light	X	X	X	X	X	X	P	X	X
Industry – Rural	X	X	X	X	X	X	D	X	X
Kindergarten	D	D	D	D	D	D	X	X	X
Landscape Supplies	X	X	X	X	X	X	D	X	X
Laundrette	X	X	P	P	X	X	P	X	X
Laundry	X	X	D	D	X	X	P	X	X
Liquor Store	X	X	D	P	X	X	X	X	X
Lunch Bar	X	P	P	P	X	X	D	X	X
Market (Retail)	X	X	D	D	X	X	X	X	X
Market Garden	X	X	X	X	X	X	X	X	X
Medical Centre	X	P	P	P	D	X	X	X	X
Milk Depot	X	X	X	X	X	X	D	X	X
Motel	X	X	D	D	X	D	X	X	X
Multiple Dwelling	D	D	D	D	X	D	X	X	X
Night Club	X	X	D	D	X	D	D	X	X
Nursing Home	D	D	D	D	D	X	X	X	X
Office	X	P	P	P	X	X	X	X	X
Open Air Display	X	X	X	X	X	X	D	X	X
Park	D	D	D	D	D	D	D	D	D
Park Home Park	D	X	X	X	X	D	X	X	X
Place of Assembly	X	D	D	D	P	D	D	X	X
Place of Worship	X	D	D	D	P	D	D	X	X
Private Recreation	X	D	D	D	D	P	X	X	X
Public Exhibition Facility	X	D	D	D	P	P	X	X	X
Reception Centre	X	D	D	P	D	D	X	X	X
Recreation Centre	X	D	D	D	D	D	D	X	X
Residential Building	D	D	D	D	X	D	X	X	X
Restaurant	X	D	P	P	D	D	X	X	A
Restricted Premises	X	X	X	D	X	X	X	X	X
Retirement Village	D	D	D	D	X	D	X	X	X
Rural Use	X	X	X	X	X	X	X	X	P
Salvage Yard	X	X	X	X	X	X	D	X	X

ZONES  USE CLASSES	RESIDENTIAL	MIXED USE	BUSINESS	COMMERCIAL	CIVIC & CULTURAL	PRIVATE CLUBS/RECREATION	SERVICE INDUSTRIAL	SPECIAL RESIDENTIAL	RURAL
Service Station	X	X	D	D	X	X	D	X	X
Shop	X	X*	X*	P	X	X	X	X	X
Showroom	X	X	P	P	X	X	P	X	X
Single House	P	P	D	D	X	X	X	P	P
Special Place of Assembly	X	X	X	X	D	D	X	X	X
Sports Ground	X	X	X	X	D	D	X	X	X
Stables	X	X	X	X	X	D	X	X	P
Storage Yard	X	X	X	X	X	X	D	X	X
Supermarket	X	X	X	P	X	X	X	X	X
Take Away Food Outlet	X	X	P	P	D	D	X	X	X
Tavern	X	X	D	D	X	D	X	X	X
Theatre	X	X	P	P	D	D	X	X	X
Trade Display	X	X	X	X	X	X	D	X	X
Transport Depot	X	X	X	X	X	X	P	X	X
Vehicle Repairs	X	X	X	X	X	X	D	X	X
Vehicle Sales/Hire Premises	X	X	D	D	X	X	P	X	X
Vehicle Wrecking	X	X	X	X	X	X	X	X	X
Veterinary Consulting Rooms	X	X	P	P	X	X	P	X	A
Veterinary Hospital	X	X	D	D	X	X	P	X	A
Warehouse	X	X	D	X	X	X	P	X	X