

BLANK INSTRUMENT FORM**S.136D Restrictive Covenant**

(Note 1)

BY

MIRVAC (WA) PTY LTD (ACN 095 901 769) formerly of Level 3, 502 Hay Street SUBIACO WA 6008 and now of Level 39, 108 St Georges Terrace PERTH WA 6000
(the "**Developer**")

RECITALS

- A The Developer is the registered proprietor of the Land.
- B The Developer intends to subdivide the Land in manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- C In accordance with section 136D of the Act, the Developer requires the Lots to be encumbered by the Restrictive Covenants so that the Restrictive Covenants will be noted on the Plan and, when separate certificates of title issue for the Lots, the burden of the Restrictive Covenants will be noted on each certificate of title.

OPERATIVE PART**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Deed the following words and expressions shall have the following meanings:

Act means the *Transfer of Land Act 1893 (WA)*, as amended;

City means the local government of the City of Swan and any replacement of it;

Commercial Vehicle means any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery;

Commission means the Western Australian Planning Commission;

Developer's Agent means Mirvac Real Estate Pty Ltd (ACN 003 342 452) of Level 39, 108 St Georges Terrace, Perth, Western Australia;

Display Home means a dwelling that is constructed, decorated, and, usually, furnished for prospective homebuyers to view;

dwelling means a permanent non-transportable private residence;

Elevations means the elevations set out in the 'Town Homes Elevations' document, as amended from time to time, and available from the Developer's Agent;

Land means Lot 9000 on Deposited Plan 411129;

Lots means lots 701 to 718 (inclusive), all of which are identified on the Plan, and **Lot** has a corresponding meaning;

Outbuilding means a shed, storeroom, studio, or workshop, or granny flat or other such structure that does not comprise part of the main dwelling;

Plan means Deposited Plan 402326;

Restrictive Covenants means the restrictive covenants, the subject of this Deed, being more specifically the covenants referred in the Schedule;

Schedule means the schedule to this Deed.

1.2 Interpretation

Unless the context otherwise requires, in this Deed:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons includes corporations;
- (d) references to a party hereto or to any other person include the legal personal representatives, successors and permitted assigns of that party or person;
- (e) the Schedule forms part of this Deed and the terms used in the Schedule have the meanings given to them in clause 1.1 of this Deed;
- (f) if a word or phrase is defined, cognate words and phrases have corresponding definitions; and
- (g) an obligation incurred by two or more parties shall bind them jointly and severally and an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally.

Headings shall be ignored in construing this Deed.

2. RESTRICTIVE COVENANTS

- (a) Each of the Lots is to be encumbered by the Restrictive Covenants.
- (b) Pursuant to section 136D of the Act and this Deed, the burden of the Restrictive Covenants shall run with each of the Lots for the benefit of every other Lot and the Restrictive Covenants shall be enforceable against the registered proprietor of each Lot by the Developer and every subsequent registered proprietor of a Lot.

3. TERM OF RESTRICTIVE COVENANTS

The Restrictive Covenants shall expire and cease to have effect from and including 31 December 2037.

4. AUTHORITY

The Developer authorises LSV Borrello Lawyers of Unit 1/9 Mercer Lane, Joondalup, Western Australia, and any solicitor employed by LSV Borrello Lawyers, to comply with any requisitions issued by the Registrar of Titles, and, within this general authority, the Developer gives the power to LSV Borrello Lawyers and any solicitor employed by LSV Borrello Lawyers to make any minor alterations to this Deed which may be necessary to effect the registration of this Deed.

**SCHEDULE
RESTRICTIVE COVENANTS**

The registered proprietor for the time being of each Lot covenants:

1. Dwelling features

not to construct, erect or install or permit to be constructed, erected or installed on a Lot a dwelling:

1.1 that is not in compliance with the Elevations;

1.2 that is not a private, non-transportable dwelling.

2. Window coverings

not to install or use window coverings, which can be seen from immediately adjacent streets, in or on the dwelling that are not of a light colour.

3. Existing Feature Fencing

not to alter any existing feature estate fencing on any Lot installed by the Developer without the prior written approval of the Developer or the Developer's Agent.

4. Outbuilding, TV, and other antennae and services

4.1 not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the Developer or the Developer's Agent, an Outbuilding, unless the Outbuilding is concealed from public view, or which, in the Developer's or the Developer's Agent's opinion, is designed to complement the dwelling;

4.2 not to construct, erect or install or permit to be constructed, erected or installed on the Lot:

(a) any pipes, wired services, clothes drying areas, hot water storage tanks and other such service items in a location in which they can be seen from immediately adjacent streets (photovoltaic panels due to their orientation requirements are exempt);

(b) not to install or erect or permit the installation or erection of a TV antenna, satellite, or cable dish or radio mast:

(i) except in accordance with the manufacturer's instructions; and

(ii) in a location in which it can be seen from immediately adjacent streets; or

(c) gas and electricity meter boxes in locations in which they can be seen from immediately adjacent streets, unless the boxes are painted to match the adjacent wall colour of the dwelling, garage, or carport.

5. Signage

5.1 subject to clause 4.2 of this Schedule, not to erect or display on the Lot any sign, hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling constructed on the Lot. Any sign or advertising material erected or displayed on the Lot in breach of this covenant may be removed without notice by the Developer's Agent.

5.2 clause 4.1 of this Schedule does not apply to any Lot that is being used as a Display Home pursuant to an agreement with the Developer.

6. No disrepair

not to permit or allow the Lot or any part of it, including any dwelling and the front landscaping, to fall into a state of disrepair or disorder.

7. No damage to trees

not to permit or allow any tree provided to the front of the Lot to die or to be removed or damaged without the prior approval in writing of the Developer's Agent.

8. Parking vehicles, etc.

not to park or permit to be parked:

8.1 any Commercial Vehicle on the Lot unless it is not visible from any street; and

8.2 any vehicle on Vega Lane or Crux Lane.

9. Rubbish bins

not to leave rubbish bins on Vega Lane or Crux Lane other than on the day specified by City from time to time for bin collection.

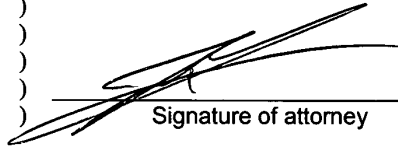
10. No use as Display Home

not to use the Lot or any dwelling constructed on the Lots as a Display Home without the prior approval in writing of the Transferor's Agent.

DATED this 21st day of August 2017

EXECUTED as a DEED:

Signed by TONY ALEKSOVSKI,
being an employee of **Mirvac (WA) Pty Ltd (ACN 095
901 769)** who holds the position
of SENIOR DEVELOPMENT MANAGER,
as attorney for **Mirvac (WA) Pty Ltd (ACN 095 901
769)** under Power of Attorney No. N367779 in the
presence of:

)
)
)
)
)


Signature of attorney



Signature of Witness

WILLIAM FRENCH

Full Name of Witness (please print)

L39/108 ST GEORGES TCE, PERTH WA 6000

Address of Witness (please print)

ASSISTANT DEVELOPMENT MANAGER

Occupation of Witness (please print)

Signed by VINCENZO ROBERTO PETRACCA,
being an employee of **Mirvac (WA) Pty Ltd (ACN 095
901 769)** who holds the position
of SENIOR DEVELOPMENT MANAGER,
as attorney for **Mirvac (WA) Pty Ltd (ACN 095 901
769)** under Power of Attorney No. N367779 in the
presence of:

)
)
)
)
)


Signature of attorney



Signature of Witness

WILLIAM FRENCH

Full Name of Witness (please print)

L39/108 ST GEORGES TCE, PERTH WA 6000

Address of Witness (please print)

ASSISTANT DEVELOPMENT MANAGER

Occupation of Witness (please print)

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.

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13 Oct 2017 15:12:16 Perth



Lodged By LSV BORRELLO LAWYERS

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Reference No. BC:17560 (Stage 1A Lots 701-716 & 718)

Issuing Box No. 888V

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

Empty box with handwritten initials '17/10' and '15' in the top right corner.

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

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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