

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.

CP

OFFICE USE ONLY

L926334 RC
 03 May 2012 18:56:00 Perth

 REG \$ 160.00

25 May 2012

LODGED BY Civic Legal

ADDRESS Level 2, 11 Mounts Bay Rd
 PO Box 7432
 Cloisters Square
 PERTH WA 6850

PHONE No. 08 9460 5000

FAX No 08 9460 5001

REFERENCE No. SHY/CL/102058 (DP 73199 Stage 21A)

ISSUING BOX No. 196C

PREPARED BY Civic Legal SHY/CL/102058 (DP 73199 Stage 21A)

ADDRESS Level 2, 11 Mounts Bay Rd, Perth
 WA 6000

PHONE No. 9460 5000 **FAX No.** 9460 5001

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

3/4

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	_____	Received Items
2.	_____	Nos.
3.	_____	
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.

EXAMINED



CONSENT BY MORTGAGEE

We, **THE TRUST COMPANY LTD (ACN 004 027 749)** as the holder of registered mortgage K521749 over Lot 9042 on Deposited Plan 70550 being the whole of the land in Certificate of Title Volume 2783 Folio 431 hereby consent to the creation of the restrictive covenant on the terms contained herein:

Executed for and on behalf of **THE TRUST COMPANY LTD (ACN 004 027 749)** by its duly appointed Attorneys pursuant to Power of Attorney No. **L509062** registered in the State of Western Australia:



Attorney Signature

Trent Franklin
Manager Property and Infrastructure Custody Services
Attorney Print Name

Witness Signature: 

Witness Print Name: **ALEEN CHAHROURA**

Witness Address: **L15, 20 BOND ST
SYDNEY**

Witness Occupation: **Custody Administrator**

construction, unless it is hidden from public view.

- (i) any dwelling unless the ground floor of the structure is constructed entirely on a solid concrete slab on compacted clean fill.
- (ii) not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view and not visible from the Meadow Springs Golf Course located in the vicinity of the Lot ("the Golf Course").
- (iii) not to permit the construction or erection of a water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturer's instructions and which is hidden from public view from immediately adjacent streets and parks, and is not visible from the Golf Course.
- (iv) not to permit the construction or erection of an air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof of the dwelling.
- (v) not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the land unless first approved by the Developer's Agent.
- (vi) not to remove or damage or permit to die any tree provided to the Lot or the road verge in front of or to the side of the Lot, unless first approved by the Developer's Agent.
- (vii) not to let the front landscaping fall into a state of disrepair or disorder.
- (viii) not to use any of the following materials- gravel (including blue metal), limestone rubble, pea gravel, crushed brick, gravel limestone mixes, or any similar loose aggregate for any landscaping to any part of the Land which is visible from the street.
- (ix) 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.

B. The registered proprietor for the time being of Lots 1869, 1870, 1871, 1872, 1873, 1906, 1907, 1908, 1909, 1910 and 1911 (each "the Lot") covenants:

- (i) Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the Seller or the Seller's Agent:
 - (a) Any building other than a single story residence ("Dwelling"); or
 - (b) Any structure attached to the Dwelling, unless such structure matches the Dwelling in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view.
- (ii) Not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view and not visible from the nearby Golf Course.
- (iii) Not to permit the construction or erection of a water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturer's instructions and which is hidden from public view from immediately adjacent streets and parks, and is not visible from the Golf Course.
- (iv) Not to permit the construction or erection of an air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof.
- (v) Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the Lot unless first approved by the Developer's Agent.
- (vi) Not to remove or damage or permit to die any tree provided to the Lot or the road verge in front of or to the side of the land, unless first approved by the Developer's Agent.
- (vii) Not to let the front landscaping fall into a state of disrepair or disorder.
- (viii) Not to use any of the following materials- gravel (including blue metal), limestone rubble, pea gravel, crushed brick, gravel limestone mixes, or any similar loose aggregate for any landscaping to the Lot or road verge which is visible from the adjoining streets.
- (ix) 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.

SCHEDULE

- A. The registered proprietor for the time being of each of Lots 1863, 1864, 1865, 1866, 1867, 1868, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1882, 1883, 1884 and 1885 (each "the Lot") covenants:
- (i) 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 (Mirvac (WA) Pty Ltd of Level 3, 502 Hay Street, Subiaco, Western Australia):
 - (a) any dwelling other than a private, non-transportable dwelling, constructed predominantly of clay face brick, painted cement rendered brick, stone elevations or painted fibre cement rendered on a flat flush finished surface (with no raises or visible join lines), and having a floor area of 170 square metres or more.

The area of any dwelling is to be calculated so as to exclude any areas comprised in any carports, garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;
 - (b) any dwelling having a roof pitch of less than 20 degrees or greater than 40 degrees, or any dwelling with a roof constructed of zincalume or any other significantly reflective material;
 - (c) any dwelling without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:
 - i. includes a garage door sufficient to completely screen the interior of the garage from the street or laneway;
 - ii. is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance;
 - iii. includes a driveway and cross-over constructed of the same material being either brick paving or a poured limestone product to the road kerb
 - (d) any dwelling situated on a corner lot which does not address both streets (i.e. by providing bay window, brick gable, return veranda, highlight window etc.);
 - (e) any retaining wall that faces a street frontage unless constructed of limestone blocks of substantially the same colour, texture, size and finish as those used in the surrounding area to the satisfaction of the Developer or the Developer's Agent;
 - (f) any fence (other than an existing fence already erected on any boundary of the Lot at the date of purchase by the registered proprietor) unless constructed of Colorbond (with "Terrace" infill panels posts and rails), limestone or masonry (or some combination thereof) at a nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8 metres;
 - (g) any fence forward of the front building line of a dwelling or any fence to the front boundary facing the street, unless an existing fence has been erected at the date of purchase by the registered proprietor;
 - (h) any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:
 - i. is substantially hidden from public view from immediately adjacent streets and parks;
 - ii. is not constructed of zincalume or any other significantly reflective material; and
 - iii. has a wall height that does not project above the height of any surrounding boundary fence by more than 300mm.
 - (i) any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:
 - i. is substantially hidden from public view from immediately adjacent streets and parks;
 - ii. is constructed with a pitched roof;
 - iii. is not constructed of zincalume or any other significantly reflective material;
 - iv. is of a similar colour to that of the housing materials; and
 - v. has a wall height that does not project above the height of any surrounding boundary fence by more than 600mm;
 - (j) any free-standing structure (including a garden shed) in excess of 36 square metres, unless such structure exactly matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;
 - (k) any structure attached to the dwelling, unless such structure matches the dwelling in respect to materials used, design and external appearance including colour and quality of

- (e) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (f) any 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; and
- (g) headings shall be ignored in construing this document.

2. RESTRICTIVE COVENANTS

Each of the Lots is to be encumbered by the Restrictive Covenants. The burden of the Restrictive Covenants shall run with each of the Lots for the benefit of each and every other of the Lots and the Restrictive Covenants shall be enforceable against the registered proprietor of each of the Lots by the Developer and every subsequent registered proprietor of each other Lot.

3. TERM OF RESTRICTIVE COVENANTS

The Restrictive Covenants shall expire and cease to have effect from and including 31 December 2025.

EXECUTED AS A DEED:

Executed for and on behalf of **MIRVAC MANDURAH PTY LTD ACN 102 396 350** by its duly appointed Attorneys pursuant to Power of Attorney No. **K618722** registered in the State of Western Australia



 Attorney Signature

EVAN IAN CAMPBELL

 Attorney Print Name

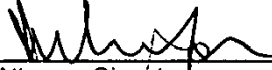


 Witness Signature

 Witness Print Name **Nicola Jane King**
Level 3, 502 Hay Street
Subiaco WA 6008

 Witness Address **Snr Customer Relations Associate**

 Witness Occupation



 Attorney Signature

JEAN ANDREW MUFFORD

 Attorney Print Name



 Witness Signature

 Witness Print Name **Nicola Jane King**
Level 3, 502 Hay Street
Subiaco WA 6008

 Witness Address **Snr Customer Relations Associate**

 Witness Occupation

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

Dated the 3rd day of May 2012BY: **MIRVAC MANDURAH PTY LTD (ACN 102 396 350)** of Level 3, 502 Hay Street, Subiaco, Western Australia ("Developer")**RECITALS**

- A. The Developer is registered as the proprietor of the Land.
- B. The Developer has subdivided 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 73199** ("the Plan").
- 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 such certificate of title.
- D. The Lots are subject to the Specified Encumbrances but otherwise free of all encumbrances.
- E. Where applicable, the parties who hold the Specified Encumbrances have consented the terms of this Deed.

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 as amended;

Land means Lot 9042 on Deposited Plan 70550 being the whole of the land contained in Certificate of Title Volume 2783 Folio 431;

Lots means each of the Lots on the Plan excepting Lots 1862, 1881, 1886, 1890, 9043 and 9044;

Restrictive Covenants means the restrictive covenants set out in the Schedule to this Deed; and

Specified Encumbrances means K521749 - Mortgage to the Trust Company Ltd.

1.2 Interpretation

In this document unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include 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;