

**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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30 AUG 2013

09 Jul 2013 14:13:08 Perth



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Lodged By BORRELLO LEGAL

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Reference No. MLM:13159

Issuing Box No. 888V

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

2/5

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	_____	Received Items
2.	_____	
3.	_____	Nos.
4.	_____	
5.	_____	
6.	_____	Receiving Clerk <i>DP</i>

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 OF MORTGAGEE**

Trust Company Ltd ACN 004 027 749 as registered holder of Mortgage K521749 hereby consents to this Deed and to the creation of the Restrictive Covenant described in it.

Dated this 10<sup>th</sup> day of June 2013

EXECUTED as a DEED:

Signed by **Mirvac Mandurah Pty Ltd (ACN )**  
**102 396 350**) by authority of its )  
directors in accordance with s.127 of the )  
Corporations Act )



Signature of Director **DEAN ANDREW MUDFORD**

Full Name of Director



Signature of Director/Secretary

**Vincenzo Roberto Petracca**

Full Name of Director/Secretary

NOT USED

3. has a wall height that does not project above the height of any surrounding boundary fence by more than 300mm;
- (x) any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:
1. is substantially hidden from public view from immediately adjacent streets and parks;
  2. is constructed with a pitched roof;
  3. is not constructed of zincalume or any other significantly restrictive material;
  4. is of a similar colour to that of the housing materials; and
  5. has a wall height that does not project above the height of any surrounding boundary fence by more than 600mm.
- (xi) 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;
- (xii) 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; and
- (xiii) any dwelling unless the ground floor of the structure is constructed entirely on a solid concrete slab on compacted clean fill;
- (b) 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 (**Golf Course**);
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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.
- (g) not to let the front landscaping fall into a state of disrepair or disorder;
- (h) not to use any of the following materials:
- (i) gravel (including blue metal), limestone rubble, pea gravel, crushed brick, gravel limestone mixes; or
  - (ii) any similar loose aggregate,
- for any landscaping to any part of the Lot which is visible from the street; and
- (i) 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  
RESTRICTIVE CONVENANTS**

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

- (a) 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:
- (i) in respect of Lots 1987 – 1999 (inclusive), Lots 2006 – 2007, Lots 2021 – 2031 (inclusive), and Lots 2678 - 2682 (inclusive), any dwelling other than a single, private, non-transportable dwelling house having a floor area of 170 square metres or more and being 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). The area of such 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;
  - (ii) in respect of Lot 2060, Lot 2061, and Lots 2001 – 2005 (inclusive), any dwelling or improvement that does not conform with the Quiet House Design Guidelines;
  - (iii) 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;
  - (iv) any dwelling without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:
    - 1. includes a garage door sufficient to completely screen the interior of the garage from the street or laneway;
    - 2. 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; and
    - 3. includes a driveway and cross-over constructed of the same material being either brick paving or a poured limestone product to the road kerb;
  - (v) 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.);
  - (vi) 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;
  - (vii) any fence (other than an existing fence already erected on any boundary of the Lot at the date of purchase by the Developer) 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;
  - (viii) 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 Developer;
  - (ix) any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:
    - 1. is substantially hidden from public view from immediately adjacent streets and parks;
    - 2. is not constructed of zincalume or any other significantly reflective material; and

- (f) Easement burden created under Section 167 P & D Act for sewerage purposes to Water Corporation – see Deposited Plan 75574 as created on Deposited Plan 73199;
- (g) Easement burden created under Section 167 P & D Act for Water Corporation for water supply and sewerage – see Deposited Plan 75574 as created on Deposited Plan 73199; and
- (h) Easement burden created under Section 167 P & D Act for electricity purposes to Electricity Networks Corporation – see Deposited Plan 75574 as created on Deposited Plan 73199.

## 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) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (f) 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 s 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 2025.

## 4. AUTHORITY

The Developer and the City of Mandurah authorise Borrello Legal of Unit 1/9 Mercer Lane, Joondalup, Western Australia (**Borrello Legal**), to comply with any requisitions issued by the Registrar of Titles, and, within this general authority, the Developer and the City of Mandurah give the power to Borrello Legal to make any minor alterations to this Deed which may be necessary to effect the registration of this Deed.

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

(Note 1)

BY

**Mirvac Mandurah Pty Ltd (ACN 102 396 350)** of Level 3, 502 Hay Street, Perth, Western Australia, together with its successors in title to the Land  
(the "Developer")

**RECITALS**

- A The Developer is the registered proprietor of the Land.
- B The Land is subject to the Specified Limitations, Interests, Encumbrances and Notifications but is otherwise free of all encumbrances.
- C The Developer intends to subdivide the Land in manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- D 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;

**Commission** means the Western Australian Planning Commission;

**Developer's Agent** means Mirvac (WA) Pty Ltd (ACN 095 901 769) of Level 3, 502 Hay Street, Subiaco, Western Australia;

**Land** means Lot 9046 on Deposited Plan 75574, being the whole of the land comprised in Certificate of Title Volume 2809 Folio 79;

**Lots** means lots 1913 to 1915 (inclusive), lots 1984 to 1999 (inclusive), 2001 to 2007 (inclusive), lots 2021 to 2031 (inclusive), lot 2060, lot 2061, and lots 2678 to 2682 (inclusive), all of which are identified on the Plan, and **Lot** has a corresponding meaning;

**Plan** means Deposited Plan 76030;

**Quiet House Design Guidelines** means Main Roads WA (ABN: 50 860 676 021) endorsed design guidelines that pertain to certain Lots in the vicinity of Mandjoogoordup Drive, a copy of which may be obtained from the Developer's Agent;

**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; and

**Specified Limitations, Interests, Encumbrances and Notifications** means:

- (a) Easement burden created under s.167 P & D Act for drainage purposes to local authority – see Deposited Plan 75574 as created on Deposited Plan 60832;
- (b) Easement burden created under s.167 P & D Act for sewerage and water supply purposes to Water Corporation – see Deposited Plan 75574 as created on Deposited Plan 60832;
- (c) Easement burden created under s.167 P & D Act for underground electricity to local authority - see Deposited Plan 75574 as created on Deposited Plan 60832;
- (d) Mortgage K521749;
- (e) Easement burden created under Section 167 P & D Act for water purposes to Water Corporation – see Deposited Plan 73199;