

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

L453618 RC
14 Oct 2010 13:55:52 Perth
REG \$ 135.00
1 Nov 2010

LODGED BY Wojtowicz Kelly 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. SY/23031 (DP 68017- Stage 26A and 27A)
ISSUING BOX No. 337L

PREPARED BY Wojtowicz Kelly Legal SY/23031 (DP 68017- Stage 26A and 27A)
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.

2
3

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.



CONSENT BY MORTGAGEE

We, **ANZ FIDUCIARY SERVICES PTY LTD** as the holder of registered mortgage K521750 over Lot 9039 on Deposited Plan 65937 being the whole of the land in Certificate of Title Volume 2735 Folio 937 hereby consent to the creation of the restrictive covenant on the terms contained herein:

Executed for and on behalf of **ANZ FIDUCIARY SERVICES PTY LTD** by its duly appointed Attorneys pursuant to Power of Attorney No. ~~K521742~~ **L 366354** registered in the State of Western Australia



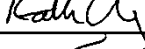
Attorney Signature

ANTHONY HERDEN

Print full name of Attorney

MANAGER AGENCY SERVICES

Print Position of Attorney i.e) Associate Director, Transaction Management

Witness Signature: 

Witness Full Name: Katherine Ang


Witness Address: 15/20 MARTIN PLACE, SYDNEY

Witness Occupation: BANKER

- (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 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 Meadow Springs Golf Course located in the vicinity of the Lot ("the Golf Course").
- (iii) not to permit the construction or erection of a hot 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 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

The registered proprietor for the time being of each Lot ("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 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 or stone elevations. 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;
 - (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 brick paving or a poured limestone product to the road kerb. The driveway and crossover shall be constructed of the same material;
 - (d) any dwelling situated on a corner lot which does not address both streets (i.e. by providing bay window, brick gable, return veranda 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 Colourbond (with Summershade infill panels and Bluestone 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;

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;
- (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 every other of the Lots.

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 **TRUST COMPANY LTD ACN 004 027 749** by two of its duly appointed Attorneys pursuant to Power of Attorney No. **L162584** registered in the State of Western Australia



Attorney Signature

WILLIAM GRAHAM FIDDIAN

Attorney Print Name

Witness Signature:

Witness Print Name:


Witness Address:

Witness Occupation:

Tim Noakes

25B Eden St Innaloo

Developer - Mirvac



Attorney Signature
Dean Andrew Mudford

Attorney Print Name

Witness Signature:

Witness Print Name:

Witness Address:

Witness Occupation:

Tim Noakes

25B Eden St Innaloo

Developer - Mirvac

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

Dated the

14th

day of

October

2010

BY: TRUST COMPANY LTD (ACN 004 027 749) of Level 4, 35 Clarence Street, Sydney, New South Wales ("Developer")

RECITALS

- A. The Developer is registered as the proprietor of the Land.
- B. The Land is subject to the Specified Encumbrances but otherwise free of all encumbrances.
- C. Where applicable, the parties who hold the Specified Encumbrances have consented the terms of this Deed.
- D 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 68017** ("the Plan").
- E. 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.

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 9039 on Deposited Plan 65937 being the whole of the land contained in Certificate of Title Volume 2735 Folio 937;

Lots means each of the Lots on the Plan excepting only Lot 9040;

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

Specified Encumbrances means:

- (a) Easement Burden created under section 167 of the P & D Act for underground electricity purposes to Electricity Networks Corporation – see Deposited Plan 65937 as created on Deposited Plan 59323;
- (b) Easement Burden created under section 167 of the P & D Act for drainage purposes to Local Authority – see Deposited Plan 65937 as created on Deposited Plan 59323;
- (c) Easement Burden created under section 167 of the P & D Act for sewerage purposes to Water Corporation – see Deposited Plan 65937 as created on Deposited Plan 59323; and
- (d) K521750 – Mortgage to ANZ Fiduciary Services Pty Ltd;