

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.

N237253 RC

28 Jan 2016 13:31:34 Perth



Lodged By **BORRELLO GRAHAM LAWYERS**

Address **PO BOX 304
JOONDALUP WA 6919**

Phone No. **9404 9100**

Fax No **9300 1338**

E-Mail **info@borrellograham.com.au**

Reference No. **MLM/15943**

Issuing Box No. **888V**

Prepared By **BORRELLO GRAHAM LAWYERS**

Address **PO BOX 304
JOONDALUP WA 6919**

Phone No. **9404 9100**

Fax No. **9300 1338**

E-Mail **info@borrellograham.com.au**

Reference No. **MLM/15943**

Issuing Box No. **888V**

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

3/3

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1.	_____	Received Items
2.	_____	Nos.
3.	_____	0
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

Dated this 27th day of January 2016

EXECUTED as a DEED:

Signed by **Vincenzo Roberto Petracca**)
as attorney for **The Trust Company Ltd (004 027**)
749) under Power of Attorney No.N32019 in the)
presence of:)



Signature of Witness

Nicola Jane King
Level 3, 502 Hay Street
Subiaco WA 6008
Settlement Manager

Full Name of Witness (please print)

Address of Witness (please print)

Occupation of Witness (please print)

Signed by **Tony Aleksovski**)
as attorney for **The Trust Company Ltd (004 027**)
749) under Power of Attorney No.N32019 in the)
presence of:)



Signature of Witness

Nicola Jane King
Level 3, 502 Hay Street
Subiaco WA 6008
Settlement Manager

Full Name of Witness (please print)

Address of Witness (please print)

Occupation of Witness (please print)

2. is constructed with a pitched roof;
 3. is not constructed of zincalume or any other significantly reflective 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;
- (x) 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;
- (xi) 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
- (xii) 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 ("**the 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 Transferor'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 Transferor'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 Transferor's Agent.

**SCHEDULE
RESTRICTIVE COVENANTS**

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 Transferor or the Transferor's Agent:
- (i) a dwelling with a front elevation that contains less than two different colours or two different wall materials;
 - (ii) 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;
 - (iii) any dwelling without, at the same time providing an enclosed garage for not less than two motor vehicles parked side by side, or in tandem for lots less than 250m² in size, 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;
 - (iv) 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.);
 - (v) 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 Transferor or the Transferor's Agent;
 - (vi) 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;
 - (vii) 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;
 - (viii) 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
 - 3. has a wall height that does not project above the height of any surrounding boundary fence by more than 300mm;
 - (ix) 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;

- (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 Transferor 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 Transferor authorises Borrello Graham Lawyers Pty Ltd (ACN 606 211 241) of Unit 1/9 Mercer Lane, Joondalup, Western Australia (**Borrello Graham Lawyers**), and any solicitor employed by Borrello Graham Lawyers, to comply with any requisitions issued by the Registrar of Titles, and, within this general authority, the Transferor gives the power to Borrello Graham Lawyers and any solicitor employed by that company 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

The Trust Company Ltd (ACN 004 027 749) being, formerly, Trust Company Ltd (ACN 004 027 749), formerly of Level 4, 35 Clarence Street, Sydney, New South Wales, 2000, and now of Level 15, 20 Bond Street, Sydney, New South Wales, 2000

(the "Transferor")

RECITALS

- A The Transferor is the registered proprietor of the Land.
- B The Land is free of all encumbrances.
- C The Transferor 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 Transferor 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;

Land means lot 9059 on deposited plan 406086;

Lots means lots 2370 to 2388 (inclusive), 2394 to 2405 (inclusive), and 2665 to 2675 (inclusive), all of which are identified on the Plan, and **Lot** has a corresponding meaning;

Plan means Deposited Plan 407826;

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

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

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;

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N237253] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

10/5/2016 15:08:17

Registration date changed to 5 May 2016 - See Lot Sync letter.