

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 initialed 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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23 APR 2014

18 Apr 2014 14:55:03 Perth

8:30 AM



REG \$ 160.00



Lodged By **BORRELLO LEGAL**

Address **PO BOX 304
JOONDALUP WA 6919**

Phone No. **9404 9100**

Fax No **9300 1338**

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

Reference No. **MLM:13619**

Issuing Box No. **888V**

Prepared By **BORRELLO LEGAL**

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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.	_____	
4.	_____	
5.	_____	
6.	_____	Receiving Clerk

AM

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

CP.

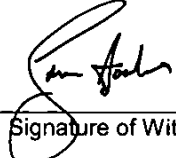
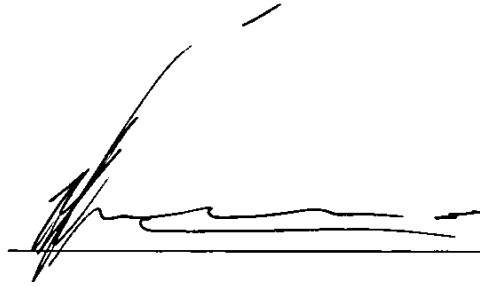
NOT USED

NOT USED

Dated this 02 day of APRIL 2014

EXECUTED as a DEED:

Signed by KIMBERLEY HAGUE LAWRENCE)
being a 'Group A' Attorney of Mirvac Mandurah Pty)
Ltd (ACN 102 396 350), as attorney for Mirvac)
Mandurah Pty Ltd (ACN 102 396 350) under Power)
of Attorney No. M209072 in the presence of:)



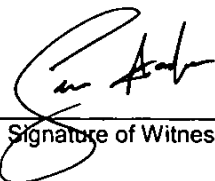
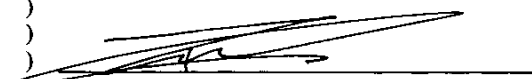
Signature of Witness

TIMOTHY JOHN NORRIS
Full Name of Witness (please print)

25 EDEN ST INNALOO
Address of Witness (please print)

DEVELOPER
Occupation of Witness (please print)

Signed by Tomy Aleksovski)
being a 'Group A' or 'Group B' Attorney of Mirvac)
Mandurah Pty Ltd (ACN 102 396 350),)
as attorney for Mirvac Mandurah Pty Ltd (ACN 102)
396 350) under Power of Attorney No. M209072)
in the presence of:)



Signature of Witness

TIMOTHY JOHN NORRIS
Full Name of Witness (please print)

25 EDEN ST INNALOO
Address of Witness (please print)

DEVELOPER
Occupation of Witness (please print)

pk 2

- (i) a dwelling that does not have at least one bathroom which includes an external window that can be opened; or
- (ii) a dwelling that does not have openings that are located to so as to promote cross ventilation to enable passive cooling of the dwelling and to reduce reliance on mechanical heating.

(t) **Services**

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

- (i) any pipes, wired services, clothes drying areas, hot water storage tanks, gas and electricity meter boxes, and other such service items unless those items are screened from public view; and
- (ii) any air conditioning unit unless:
 - (A) it is visually and acoustically screened from the street and any Secondary Street; and
 - (B) in the case of a roof-mounted compressor unit, the unit:
 - (I) is located at the rear of the dwelling and behind the highest roof ridgeline;
 - (II) matches the colour of the roof; and
 - (III) is placed in a position on the roof that is the least visually-intrusive when viewed from the adjoining neighbours' properties (as determined by the Developer or the Developer's Agent).

(u) **Solar Hot Water Systems**

not to construct, erect or install or permit to be constructed, erected or installed on the roof of any dwelling on the Lot, solar panels that can be seen from the street, unless they are part of a split system in which the water tank is located in a position on the Lot that is not visible from the street.

(v) **Bin Store**

not to construct, erect or install or permit to be constructed, erected or installed on the Lot a waste bin store area unless it is concealed from public view.

- (B) return and dividing fences (side and rear) behind the building line that:
 - (I) do not commence 0.5 metres behind the building line; and
 - (II) are not constructed of 'Colorbond' that is of the colour 'Grey Ridge';
- (C) fencing on the Secondary Street boundary of a Corner Lot that:
 - (I) does not have a setback of at least 4 metres from the corner truncation;
 - (II) which is not constructed of 'Colorbond' that is of the colour 'Grey Ridge' (unless otherwise approved in writing by the Developer or the Developer's Agent); and
 - (III) that exceeds 1.8 metres in height.
- (D) any new, publicly-visible retaining wall unless it is constructed from limestone;
- (E) a letterbox, unless it is located on the site plan; and
- (ii) not to alter any existing retaining walls or fences that have been constructed by the Developer without first requesting and obtaining the Developer's or the Developer's Agent's prior written approval.
- (p) **Driveway**
 - (i) not to construct, erect or install or permit to be constructed, erected or installed on the Lot a driveway which does not, in the opinion of the Developer or the Developer's Agent, as confirmed in writing by either of them, possesses a finish that complements the dwelling and landscape design; and
 - (ii) not to alter, damage, or remove any existing footpaths that have been installed by the Developer.
- (q) **Outbuildings**

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. However, if the Developer or the Developer's Agent does exceptionally grant an approval in respect of an Outbuilding that would be publicly visible, then that Outbuilding must not be:

 - (i) more than 2 metres in height (i.e., 0.2 metres above a permitted boundary fence); or
 - (ii) greater than 16 square metres in area,

unless the Outbuilding is constructed from materials that match the materials, colour, and style of the dwelling.
- (r) **Solar Access**

not to construct, erect or install or permit to be constructed, erected or installed on the Lot a dwelling that does not have at least one Living Area and one major opening that faces north to receive winter sun.
- (s) **Energy Reduction**

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

(m) **Roofs**

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

- (i) a dwelling with a roof that:
 - (A) does not possess a traditional roof pitch of at least 24.5 degrees, provided however that minor integrated roofs, such as verandahs, may be lower;
 - (B) does not possess Overhanging Eaves (garages are exempt);
 - (C) does not have at least a 300 millimetre Gable overhang;
 - (D) has a skillion roof pitch of less than 5 degrees;
- (ii) a dwelling that has a minor area of flat roof which is not screened by a parapet wall; or
- (iii) in the case of a dwelling (other than its garage) that partly abuts a boundary of the Lot, a parapet wall (with box gutter) that does not extend to meet the full depth of the eave.

(n) **Materials and Colours**

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) subject to paragraph (n)(ii), a dwelling that has main wall material in publicly-visible areas that is not comprised of:
 - (A) masonry with painted render;
 - (B) limestone block; or
 - (C) rammed earth,
- (ii) a dwelling that has main wall material in publicly visible areas that is comprised of visible face brickwork unless it is used as a feature;
- (iii) a dwelling that has main wall colour in publicly-visible areas that is not a light-neutral base colour. (For example: primary and dark colours such as grey, brown, black, and purple are not permitted.); or
- (iv) a dwelling that has a red, green, or terracotta-coloured roof, or a roof the colour of which is not classified as either 'medium' or 'light' according to the 'New South Wales Building and Sustainability Index' (BASIX) with a solar absorptance rating of less than 0.70.

(o) **Fences and Letterbox**

- (i) not to construct, erect or install or permit to be constructed, erected or installed on the Lot:
 - (A) front fencing, which, when viewed from the street or a public space, is:
 - (I) higher than 1 metre;
 - (II) not visually permeable above the height of 300mm; and
 - (III) not consistent with or complementary to the primary street elevation's finishes;

- (ii) in respect of the publicly-visible elevations of a two-storey dwelling, a dwelling that does not possess a projecting horizontal corbel feature or contrast in a different material or colour to the rest of the elevation (at a balcony or upper floor slab level);
- (iii) a dwelling that has publicly-visible elevations (including both visible elevations of a dwelling on a Corner Lot) that do not include major openings and habitable living rooms;
- (iv) a dwelling that has publicly-visible elevations that are not carefully articulated via the inclusion of one or more integrated feature elements. Acceptable feature elements include:
 - (A) a verandah with a separate roof and supporting posts, pillars, or piers (which covers a minimum of 30% of the front elevation excluding the garage/carport, and at least 1.5 metres in depth);
 - (B) an entry feature such as a portico, masonry gateway wall, or entry pergola;
 - (C) a balcony;
 - (D) a projecting blade wall in a feature colour/material (that is a minimum 500 millimetres in width and that projects at least 300 millimetres above the eaves);
 - (E) a built in planter box (being at least 1 metre in length);
 - (F) a roof feature such as a Gambrel or end Gable; or
 - (G) a window hood.
- (v) a dwelling, the Primary Elevation (excluding windows and doors) of which does not use two colours and/or materials. Such materials may include:
 - (A) render;
 - (B) brick;
 - (C) weatherboard;
 - (D) stone; and
 - (E) any other cladding approved in writing by the Developer or the Developer's Agent prior to installation.
- (vi) a dwelling that has a main entry door that is not clearly visible from the street;
- (vii) a dwelling which does not have openings and glazings that are generally of a vertical proportion and that are consistent in shape and style;
- (viii) a dwelling that possesses horizontal and square windows unless, in the opinion of the Developer or the Developer's Agent, as confirmed in writing, they are integral to the overall design of the dwelling;
- (ix) a dwelling that has a visible parapet wall on the neighbour's side that is not finished to match the quality of the main elevation; or
- (x) a dwelling that has curved or reflective glass that faces the public realm.

- (B) the dwelling's private outside courtyard is not located on the northern part of the Lot; and
- (iii) in respect of a Type 2 North-South Lot, not to construct, erect or install or permit to be constructed, erected or installed on the Lot a dwelling if:
 - (A) the dwelling does not possess a minimum of one Living Area (with one major opening) that is located at the rear of the Lot and at the best location for northern sunlight to enter; and
 - (B) the dwelling's private outside courtyard is not located at the rear of the Lot and at the best location for northern sunlight to enter,

as determined, in the case of each of subparagraphs (i), (ii), and (iii), by the Developer or the Developer's Agent, and as confirmed in writing by either of them, provided that if it can be proven to the satisfaction of the Developer or the Developer's Agent (as the case may be) that winter sun will penetrate into the dwelling in a substantial manner, then the obligation to locate the private outside courtyard to the north of the Lot will not apply.

(i) **Garage Setback and Design**

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) a garage, unless it possesses a setback that is a minimum of 1 metre behind the Dwelling Elevation, provided that a garage that faces onto a Secondary Street is exempt from this requirement;
- (ii) a garage that:
 - (A) has a garage door that does not face the street;
 - (B) has a garage door opening that is wider than 6 metres;
 - (C) does not have 2 side-by-side enclosed car spaces;
 - (D) allows for the parking of more than 2 vehicles, unless the additional vehicles can be parked in tandem form; or
 - (E) has a garage door:
 - (I) that is patterned; or
 - (II) that is not a timber colour, or is a 'Colorbond' colour that is other than a neutral base colour. (For example: primary and dark colours such as grey, brown, black, and purple are not permitted.)

(j) **Parking Large Vehicles, etc.**

not to park any Commercial Vehicle on the Lot unless it is not visible from the street.

(k) **Finished Floor Level**

not to construct, erect or install or permit to be constructed, erected or installed on the Lot a dwelling, including its garage, which possesses a finished floor level in respect of its ground floor slab that is more than 300 millimetres above the as-constructed Lot level.

(l) **Elevations**

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

- (i) a single or two-storey dwelling that does not possess Overhanging Eaves on all elevations (garages are exempt);

**SCHEDULE
RESTRICTIVE COVENANTS**

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

(a) **Dwellings**

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 any dwelling(s) other than private, non-transportable dwelling(s), designed in compliance with the mandatory requirements of the Guidelines, it being agreed that the copying and direct application of imported styles (such as 'Federation', 'Mediterranean', and 'Tuscan'), excessive stick-on mouldings, and 'Classical/Tudor'-style elements are not permitted.

(b) **Excess materials**

not to store any excess building materials on the Lot.

(c) **Retaining walls**

not to construct any retaining wall on the Lot except in the same materials and colours as the existing retaining walls, and in compliance with the Guidelines.

(d) **Television antennae, etc**

not to install or erect or permit the installation or erection of any TV antenna, satellite or cable dish or radio mast except in accordance with the manufacturer's instructions and in a location that is visually unobtrusive from immediately adjacent streets and parks.

(e) **Signage**

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.

(f) **Display homes**

not to use the Lot or any dwelling constructed on the Lot for the purposes of a builder's display home or display village, unless first approved by the Developer's Agent.

(g) **No disrepair**

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

(h) **Winter Solar Access**

(i) in respect of an East-West Lot, not to construct, erect or install or permit to be constructed, erected or installed on the Lot a dwelling if:

(A) the dwelling does not possess a minimum of one Living Area (with one major opening) that is located on the northern side of the Lot; and

(B) the dwelling's private outside courtyard is not located on the northern side of the Lot;

(ii) in respect of a Type 1 North-South Lot, not to construct, or install or permit to be constructed, erected or installed on the Lot a dwelling if:

(A) the dwelling does not possess a minimum of one Living Area (with one major opening) that is located on the northern part of the Lot; and

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

Overhanging Eaves means eaves that are not less than 350 millimetres in width;

Plan means Deposited Plan 76466;

Primary Elevation means the elevation of the dwelling which is usually inclusive of the main entry and the majority of its architectural features;

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;

Secondary Street means any street that the Lot does not primarily front;

Type 1 North-South Lot means any one of Lots 308 to 311 (inclusive); and

Type 2 North-South Lot means any one of Lots 305 to 307 (inclusive) and Lots 318 to 321 (inclusive).

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 2034.

4. AUTHORITY

The Developer authorises Borrello Legal Pty Ltd (ACN 137 298 741) of Unit 1/9 Mercer Lane, Joondalup, Western Australia (**Borrello Legal**), and any solicitor employed by Borrello Legal, to comply with any requisitions issued by the Registrar of Titles, and, within this general authority, the Developer gives the power to Borrello Legal 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

Mirvac Mandurah Pty Ltd (ACN 102 396 350) of Level 3, 502 Hay Street, Perth, Western Australia, 6008
(the "Developer")

RECITALS

- A The Developer is the registered proprietor of the Land.
 B The Land is 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;

Commercial Vehicle includes, without limitation, trucks, buses, motor homes, utility vehicles, caravans, trailers, boats (including recreational boats) and any form of mobile machinery;

Commission means the Western Australian Planning Commission;

Corner Lot means any one of Lots 304, 311, 312, 317, or 318;

Developer's Agent means Mirvac Real Estate Pty Ltd (ACN 003 342 452) of Level 3, 502 Hay Street, Subiaco, Western Australia;

Dwelling Elevation means and includes projecting feature elements such as a porch or a verandah;

East-West Lot means any one of Lots 301 to 304 (inclusive) and Lots 312 to 317 (inclusive);

Gable means the triangular top section of a wall that fills the space beneath where the slopes of a two sided pitch roof meet;

Gambrel means triangular feature within a hipped roof structure;

Guidelines means the 'Osprey Waters Design Guidelines' with respect to the land subdivision of which the Lot comprises a part and which comply with the specifications of the City of Mandurah;

Land means Lot 9510 on Deposited Plan 65428, being the whole of the land comprised in Certificate of Title Volume 2752 Folio 889;

Living Areas means a dwelling's lounge rooms, dining rooms, kitchen, and entertainment rooms;

Lots means lots 301 to 321 (inclusive), all of which are identified on the Plan, and **Lot** has a corresponding meaning;