

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.

N306503 RC

20 Apr 2016 12:43:07 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:15698**

Issuing Box No. **888V**

Prepared By **BORRELLO GRAHAM LAWYERS**

Address **PO BOX 304
JOONDALUP WA 6919**

Phone No. **9404 9100**

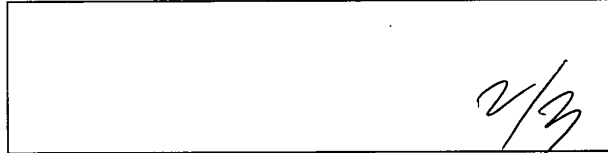
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Issuing Box No. **888V**

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



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


NOT USED


Dated this 14th day of March 2016

EXECUTED as a DEED:

Vincenzo Roberto Petracca

Signed by _____,
being an employee of **Mirvac Mandurah Pty Ltd**
(**ACN 102 396 350**) who holds the position
of _____,
as attorney for **Mirvac Mandurah Pty Ltd (ACN 102**
396 350) under Power of Attorney No.N1989 in the
presence of:

)
)
)
)
)
_____ 


Signature of Witness 


ROMAN GARRY COLLERAN
Full Name of Witness (please print)

18 BOURNVILLE STREET, FLOREAT
Address of Witness (please print)

ASSISTANT DEVELOPMENT MANAGER
Occupation of Witness (please print)

Signed by **Tony Aleksovski**,
being an employee of **Mirvac Mandurah Pty Ltd**
(**ACN 102 396 350**) who holds the position
of _____,
as attorney for **Mirvac Mandurah Pty Ltd (ACN 102**
396 350) under Power of Attorney No. N1989 in the
presence of:

)
)
)
)
)
_____ 

Signature of Witness 

ROMAN GARRY COLLERAN
Full Name of Witness (please print)

18 BOURNVILLE STREET, FLOREAT
Address of Witness (please print)

ASSISTANT DEVELOPMENT MANAGER
Occupation of Witness (please print)

**SCHEDULE
RESTRICTIVE COVENANTS**

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

(a) **Excess materials**

not to store any excess building materials on the Lot.

(b) **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.

(c) **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.

(d) **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.

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

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

- (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 2035.

4. AUTHORITY

The Developer 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 Developer 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

Mirvac Mandurah Pty Ltd (ACN 102 396 350) of Level 3, 502 Hay Street, Subiaco, 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;

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

Land means Lot 9514 on Deposited Plan 400940, being the whole of the land comprised in Certificate of Title Volume 2872 Folio 385;

Lots means lots 95 to 100 (inclusive), 128 to 146 (inclusive), 157 to 160 (inclusive), 182 to 189 (inclusive), 193 to 200 (inclusive), and 279 to 283 (inclusive), all of which are identified on the Plan, and **Lot** has a corresponding meaning;

Plan means Deposited Plan 405768;

Restrictive Covenants means the restrictive covenants, the subject of this Deed, being more specifically the covenants referred in the Schedule; and

Schedule means the schedule to this Deed.

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 [N306503] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

9/5/2016 11:23:05

time clock amended to concur with the iofd of deposited plan 405768 to 5.5.2016