

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.

c/p
M554998 RC

19 Feb 2014 11:28:32 Perth



REG \$ 160.00

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4 April

| | |
|-----------------|--|
| LODGED BY | Civic Legal |
| ADDRESS | Level 2, 11 Mounts Bay Rd Perth WA 6000 |
| PHONE No. | 9460 5000 |
| FAX No | 9460 5001 |
| REFERENCE No. | XLD/104236 |
| ISSUING BOX No. | 196C |

| | | | |
|-------------|--|---------|-----------|
| PREPARED BY | Civic Legal | | |
| 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.

4/6

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

| | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk |

(Handwritten signature and initials)

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



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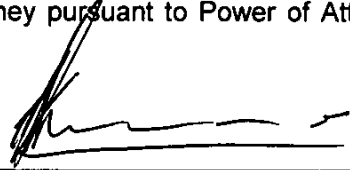
SCHEDULE

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

- (i) 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 unless those Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view;
- (ii) not to permit or allow the front landscaping of the Lot to fall into a state of disrepair or disorder;
- (iii) not to remove or damage or permit to die any tree provided to the Lot or the road verge in front of, to the side of or to the rear of the Lot, unless first approved by the Developer's Agent;
- (iv) 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 house 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.
- (v) 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;
- (vi) not to place, deposit, accumulate or permit to accumulate any Rubbish on the Lot or in any laneway adjacent to the Lot unless the Rubbish is deposited into Bins;
- (vii) not to permit any Bins to be stored or positioned so they are visible from the street in front of the Lot or in any laneway adjacent to the Lot except on a Collection Day.
- (viii) not to close or obstruct any laneway adjacent to the Lot or permit or allow any obstruction of any laneway adjacent to the Lot; and
- (ix) not to make any alterations or additions to the Lot or to any dwelling, fence or other structure on the Lot without the prior written approval of the Developer or the Developer's Agent where such alterations or additions result in a change to the appearance of the Lot or of any structure on the Lot.

EXECUTED AS A DEED:

Executed for and on behalf of **TRUST COMPANY LTD ACN 004 027 749** by its duly appointed Attorney pursuant to Power of Attorney No **M209073** registered in the State of Western Australia



Attorney Signature

KIMBERLEY HAGIE LAWRENCE

Print Full Name and Position



Attorney Signature

Tony Aleksowski

Print Full Name and Position



Witness Signature

Roxy Lee Gommers

Witness Full Name
Level 3, 502 Hay Street

Witness Address
Subiaco WA 6008

Customer Relations Associate

Witness Occupation



Witness Signature

Roxy Lee Gommers

Witness Full Name
Level 3, 502 Hay Street

Witness Address
Subiaco WA 6008

Customer Relations Associate

Witness Occupation

Land means Lot 2331 on Deposited Plan 73190 being the whole of the land contained in Certificate of Title Volume 2795 Folio 502 and Lot 2342 on Deposited Plan 73190 being the whole of the land contained in Certificate of Title Volume 2795 Folio 503;

Lots means each of the lots on the Plan except lots 2315, 2326 to 2330 and 9053; ✓

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

Rubbish means, without limitation, rubbish, garbage, refuse, litter or other waste material; and

Specified Encumbrances means Notification L935085 and Easement (Telecommunications Supply Services) pursuant to section 167 of the *Planning and Development Act 2005* (WA).

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 on 31 December 2025.

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

Dated the 4th day of February 2014BY: **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 Lots is subject to the Specified Encumbrances but otherwise free of all encumbrances.
- C. Where applicable, the parties who hold the Specified Encumbrances have consented to the terms of this Deed.
- D. The Developer has subdivided part of the Land and has lodged a plan of subdivision with the Commission, which has been approved, and is now known as **Deposited Plan 400639 (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 (WA)* as amended;

Bins means rubbish bins, wheelie bins, skip bins or any other Rubbish receptical;

Collection day means the Lot's rubbish collection day as allocated by the relevant local government;

Commercial Vehicles 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 (WA) Pty Ltd of Level 3, 502 Hay Street, Subiaco, Western Australia;

ANZ Fiduciary Services Pty Limited
ABN 91 100 709 493

Agency Services, Global Loans
242 Pitt Street, Sydney NSW 2000
Telephone 61 2 8937 6253
Facsimile 1300 853 269 (domestic)
Facsimile +613 8523 4543 (international)

26 March 2014

The Registrar of Titles
Landgate
200 St Georges Terrace
PERTH WA 60000

Dear Registrar

RESTRICTIVE COVENANT - DEPOSITED PLAN 400639

I am writing to you in regard to a Restrictive Covenant made by the Trust Company Ltd (ACN 004 027 749) over each lot on Deposited Plan 400639, save and except lots 2315, 2326 – 2330 and 9053.

In response to a request by the Trust Company Ltd (ACN 004 027 749), ANZ Fiduciary Services Pty Ltd (as the mortgagee of Mortgage K878184) consents to the grant of the Restrictive Covenant on the terms of the Restrictive Covenant.

Yours faithfully



Kit Liew
Manager, Agency Services
Global Loans
For and on behalf of
ANZ Fiduciary Services Pty Limited (ABN 91 100 709 493) as Security Trustee