

c/p

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19 Feb 2014 11:28:32 Perth



REG \$ 160.00

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4 April

**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.

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.

5/6

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	_____	Received Items
2.	_____	Nos.
3.	_____	<i>Car</i>
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



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## SCHEDULE

The registered proprietor for the time being of each 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 any dwellings other than private, non-transportable dwellings, designed in compliance with the mandatory requirements of the Guidelines;
- (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 or to the side 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; and
- (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.

**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

\_\_\_\_\_  
Attorney Signature

KIMBERLEY HAGUE LAWRENCE  
Print Full Name and Position

Tony Aleksovski  
Print Full Name and Position

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

Witness Full Name Roxy Lee Gommers  
Level 3, 502 Hay Street  
Witness Address Subiaco WA 6008  
Customer Relations Associate

Witness Full Name Roxy Lee Gommers  
Level 3, 502 Hay Street  
Witness Address Subiaco WA 6008  
Customer Relations Associate

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Occupation

**Land** means Lot 9046 on Deposited Plan 73190 being the whole of the land contained in Certificate of Title Volume 2795 Folio 504, and Lot 9052 on Deposited Plan 77110 being the whole of the land contained in Certificate of Title Volume                      Folio                      ;

**Lots** means each of the lots on the Plan except lots 2330, 2401 to 2425 and 9053;

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

**Specified Encumbrances** means Easement K577527 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.

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**RESTRICTIVE COVENANT**

(Note 1)

Dated the 4<sup>th</sup> day of February 2014

**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 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;

**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;

**Guidelines** means "The Village Precinct" Design Guidelines 1.0 Release 1A with respect to the land subdivision of which the Land comprises part as issued from time to time by the Developer's Agent;