

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.

EXAMINED

c/p

M555007 RC
 19 Feb 2014 11:30:44 Perth

 REG \$ 160.00

3/10

4 April

LOGGED BY Civic Legal

ADDRESS Level 2, 11 Mounts Bay Rd
Perth WA 6000

PHONE No. 9460 5000

FAX No 9460 5001

REFERENCE No. XLD/104511

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.

3/4

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. _____	Received Items Nos. <i>ad</i> Receiving Clerk
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	

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.



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 Land 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;
- (ii) not to park or allow to be parked on the Land or on the road reserve next to or adjacent to the Land any Commercial Vehicles unless those Commercial Vehicles are housed or contained wholly within the Land and are hidden from public view;
- (iii) not to permit or allow the front landscaping of the Land to fall into a state of disrepair or disorder;
- (iv) 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 Land, unless first approved by the Developer's agent;
- (v) not to erect or display on the Land 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 Land. Any sign or advertising material erected or displayed on the Land in breach of this covenant may be removed without notice by the Developer's Agent; and
- (vi) not use the Land or any dwelling constructed on the Land for the purposes of a builders display home or display village, unless first approved by the Developer's Agent.

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.

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 HAGUE LAWRENCE

Print Full Name and Position

Attorney Signature

Tomy Aleksovski

Print Full Name and Position

Witness Signature

[Signature]

Witness Full Name *Roxy Lee Gommers*

*Level 3, 502 Hay Street
Subiaco WA 6008*

Witness Address *Customer Relations Associate*

Witness Occupation

Witness Signature

[Signature]

Witness Full Name *Roxy Lee Gommers*

*Level 3, 502 Hay Street
Subiaco WA 6008*

Witness Address *Customer Relations Associate*

Witness Occupation

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

Dated the 21st day of January 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 Land free of all encumbrances.
- C. 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 77110 (Plan)**.
- 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 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 Seascapes "The Village Precinct" Design Guidelines 1.0 Release 1A;

Land means Lot 9048 on Deposited Plan 74699 being the whole of the land contained in Certificate of Title Volume 2797 Folio 700;

Lots means each of the lots on the Plan except Lot 9052; and

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