


**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.

**1 696755 RC**  
 17 Nov. 2003 09:01:56 Perth  
  
 REG. \$ 77.00

*Stamped pursuant to Fee \$50.00  
 Jansen 126 09/17*

**LODGED BY** Wojtowicz Kelly (CB/14047)

**ADDRESS** Level 4, 160 St Georges Terrace  
 PO Box 7432  
 Cloisters Square  
 PERTH WA 6850

**PHONE No.** 08 9322 2203

**FAX No** 08 9322 2204

**REFERENCE No.** CB/14837

**ISSUING BOX No.** 337L

**PREPARED BY** Wojtowicz Kelly (CB/14047)

**ADDRESS** Level 4, 160 St Georges Terrace, PERTH  
 WA 6000

**PHONE No.** 9322 2203 **FAX No.** 9322 2204

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

*V/L*

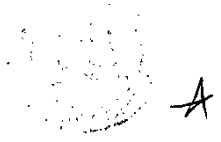
TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

*PL*

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**



## SCHEDULE

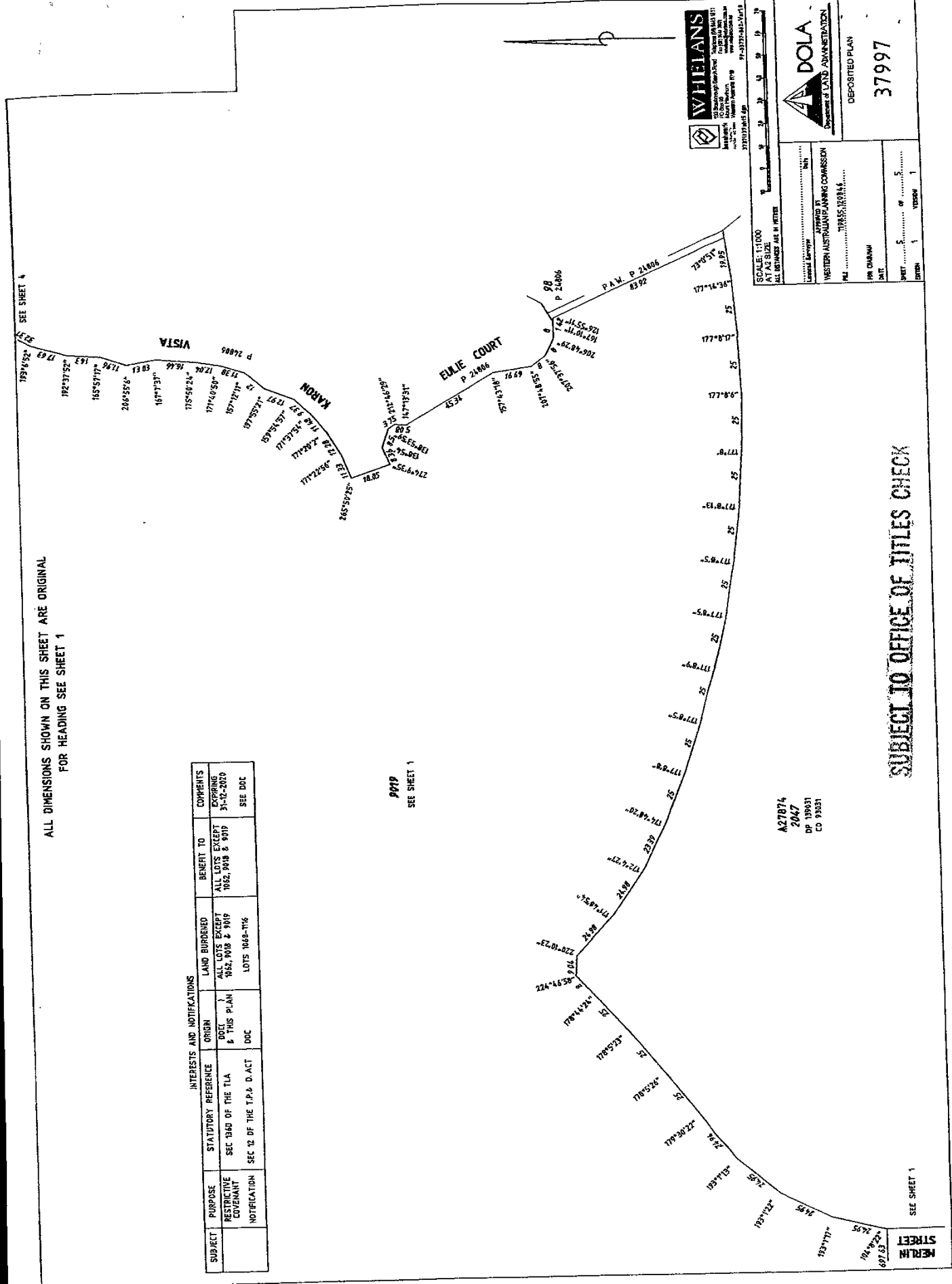
The registered proprietor for the time being of each Lot ("the Lot") covenants:

- (1) 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 its agent:
  - (a) Any dwelling other than a single, private, non-transportable dwelling house having a floor area of 165 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any carports, garages, storerooms, verandas, balconies, pergolas and other outbuildings of any nature whatsoever;
  - (b) Any dwelling having a roof pitch of less than 20 degrees or greater than 40 degrees, or any dwelling with a roof constructed of zincalume or any other significantly reflective material;
  - (c) Any dwelling house without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:
    - (i) includes a garage door sufficient to completely screen the interior of the garage from the street;
    - (ii) is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling house in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance;
    - (iii) Includes a driveway and cross-over constructed of brick paving and extending to the road kerb;
  - (d) Any retaining wall that faces a street frontage unless constructed of limestone blocks of substantially the same colour, texture, size and finish as those used in the surrounding area to the satisfaction of the Developer;
  - (e) Any side boundary fence that faces a street frontage unless such fence is constructed of Midland Colonial Limestone or other brick of substantially the same size, colour and texture to the satisfaction of the Developer;
  - (f) Any fence (other than an existing fence already erected on any boundary of the Lot at the date of purchase by the registered proprietor) unless constructed of pine lap, limestone or masonry (or some combination thereof) at a nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8 metres;
  - (g) Any fence forward of the front building line of the dwelling house or any fence to the front boundary facing the street;
  - (h) Any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure is hidden from public view;
  - (i) Any free-standing structure (including a garden shed) in excess of 9 square metres, unless such structure matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;
  - (j) Any structure attached to the dwelling house, unless such structure matches the dwelling house in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view.
- (2) 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 including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view.
- (3) Not to permit the construction or erection of a hot water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturers instructions and which is hidden from public view.
- (4) Not to permit the construction or erection of an air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof.
- (5) Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the Lot unless first approved by the Developer or their Agent.
- (6) 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 or their Agent.
- (7) 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 or their Agent.

ALL DIMENSIONS SHOWN ON THIS SHEET ARE ORIGINAL FOR HEADING SEE SHEET 1

INTERESTS AND NOTIFICATIONS			
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN
	RESTRICTIVE COVENANT NOTIFICATION	SEC 1340 OF THE TLA SEC 12 OF THE T.P. & D. ACT	DOB & THIS PLAN DOC
			LAND BURDENED ALL LOTS EXCEPT 1052, 1018 & 1019 LOTS 1058-1116
			BENEFIT TO ALL LOTS EXCEPT 1052, 1018 & 1019
			COMMENTS EXPIRING 31-12-2010 SEE DOC

9919  
SEE SHEET 1



**WHELAN'S**  
222 Bourke Street  
Melbourne VIC 3000  
Tel: (03) 9412 1111  
Fax: (03) 9412 1112  
www.whehans.com.au

SCALE: 1:1000  
AT AS SIZE  
ALL DIMENSIONS ARE IN METERS

DATE: 20/07/10  
DRAWN: P. DIAMANTIS  
CHECKED: M. J. WHELAN

WESTERN AUSTRALIAN PLANNING COMMISSION  
MELBOURNE  
DEPOSITED PLAN  
37997

SUBJECT TO OFFICE OF TITLES CHECK

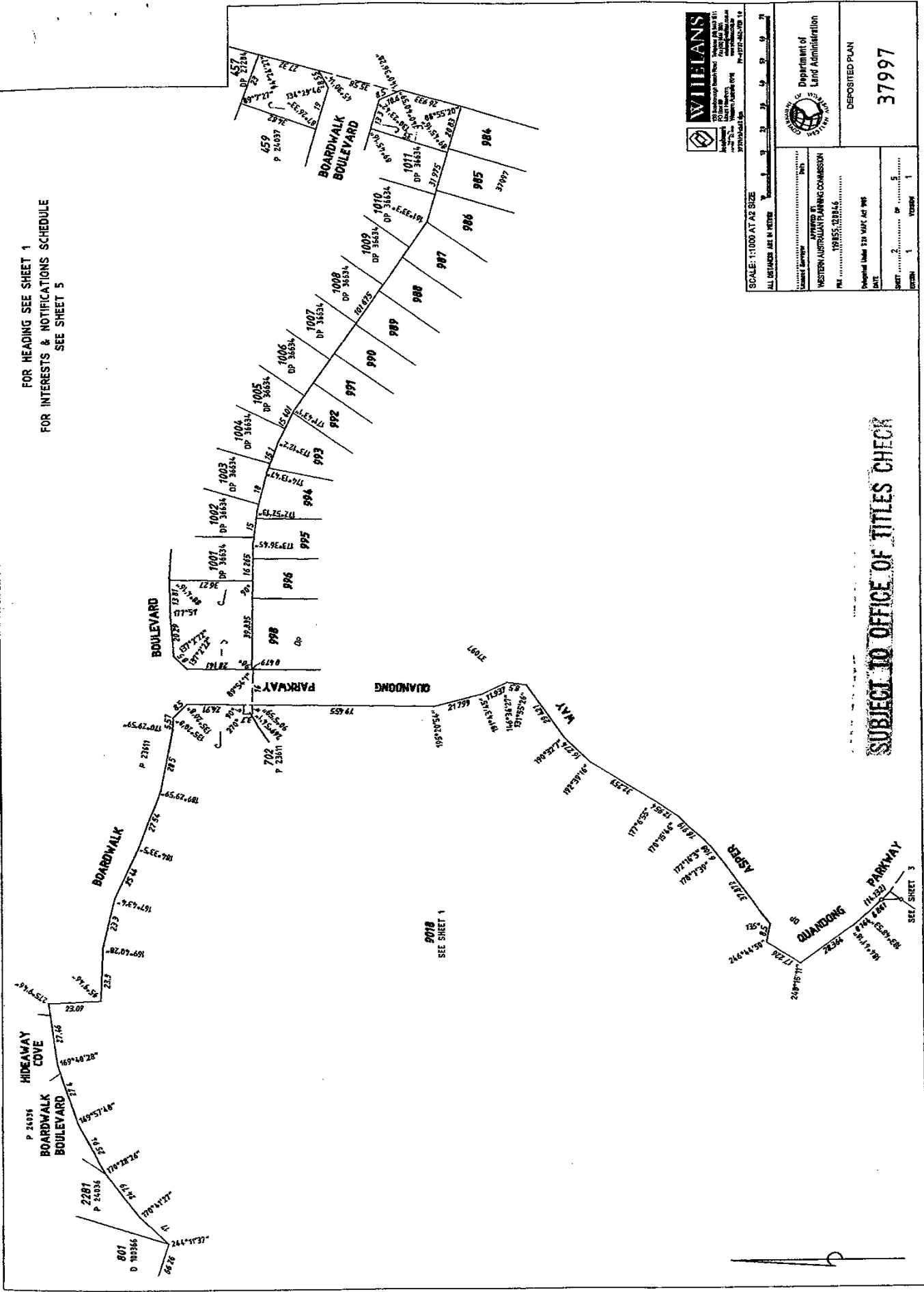
A27874  
2067  
DP 19931  
CD 13051

SEE SHEET 1





FOR HEADING SEE SHEET 1  
FOR INTERESTS & NOTIFICATIONS SCHEDULE  
SEE SHEET 5



9018  
SEE SHEET 1

SUBJECT TO OFFICE OF TITLES CHECK



SCALE: 1:1000 AT A2 SIZE  
ALL DIMENSIONS ARE IN METERS

Project Name	37997
Project Number	37997
Project Date	19/05/2014
Project Location	124 WAT ACT 995
Project Status	1
Project Type	1

DEPOSITED PLAN  
37997



**ANNEXURE A**

**DEPOSITED PLAN 37997**



**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**

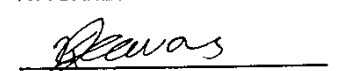
The Restrictive Covenants shall expire and cease to have effect from and including 31 December 2020

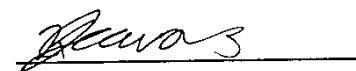
EXECUTED AS A DEED: 6/10/03

Executed for and on behalf of **MIRVAC MANDURAH PTY LTD ACN 102 396 350** by its duly appointed Attorneys pursuant to Power of Attorney No. **1600729** registered in the State of Western Australia

X   
 ATTORNEY SIGNATURE  
Brett Draffen  
 ATTORNEY PRINT NAME

Y   
 ATTORNEY SIGNATURE  
Adrian Fini  
 ATTORNEY PRINT NAME

  
 WITNESS SIGNATURE  
Kyle Jeavons  
 WITNESS PRINT NAME

  
 WITNESS SIGNATURE  
Kyle Jeavons  
 WITNESS PRINT NAME

Assistant development manager  
 WITNESS PRINT OCCUPATION

Assistant development manager  
 WITNESS PRINT OCCUPATION

1002 Hay Str  
 WITNESS PRINT ADDRESS

1002 Hay Str  
 WITNESS PRINT ADDRESS

FORM APPROVED  
NO. B2580

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

**BLANK INSTRUMENT FORM**

**RESTRICTIVE COVENANT**

(Note 1)

FOR 65 012 873 629  
WESTERN AUSTRALIA STAMP DUTY  
DEED 18/10/03 09:12 002130666-001  
FEE \$ \*\*\*\*\*  
ST \* \*\*\*\*\* PER \*\*\*\*\*

BY:

**MIRVAC MANDURAH PTY LTD (ACN 102 396 350)** of Level 2, 1002 Hay Street, Perth ("Developer")

**RECITALS**

- A. The Developer is registered as the proprietor of the Land.
- B. The Land is subject to the Specified Encumbrances but otherwise free of all encumbrances.
- C. Where applicable, the parties who hold the Specified Encumbrances have consented the terms of this Deed.
- D. The Developer intends to subdivide the Land in the manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- 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 as amended;

"Commission" means the Western Australian Planning Commission;

"Land" means:

- (a) Lot 9015 on Deposited Plan 35628; and
- (b) Lot 9017 on Deposited Plan 37097;

"Lots" means each of the Lots on the Plan excepting only Lots 1062, 9018 and ~~9110~~;

"Plan" means the Office of Titles Deposited Plan 37997 attached to this Deed as Annexure "A";

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

"Specified Encumbrances" means Mortgage 1608815 to Australian and New Zealand Banking Group Limited.

9019  
see  
an Handly  
deed  
19/10/03  
Ang

1 million per cent 2. 1.5% - 75%



## FACSIMILE

**To:** Department of Land Information  
**Attention:** Tom Asbridge  
**Fax No:** 9273 7668  
**From:** Christine Bone  
**Email Address:** christine@wojkelly.com.au  
**Your Ref:**  
**Our Ref:** CB/DR/14047  
**Subject:** Dealing I696754-57  
**Date:** 19 November, 2003  
**No. of Pages:** 1 (inclusive of cover page)

The information in this facsimile is privileged and confidential, intended only for the use of the addressee. If you are not the intended recipient, any dissemination, copying or use of the information is strictly prohibited. If you have received this communication in error, please immediately telephone us (we will accept reverse charges), and return the original facsimile to us without making a copy.

### MESSAGE:

We refer to the above and the requisition notice issued today.

In relation to the first point, we advise that the relevant land was transferred from Analed Pty Ltd to Mirvac Mandurah Pty Ltd quite recently. The relevant dealing being Dealing I608811 - I608815. We request and authorise you to amend the memorial to show the registered proprietor as Mirvac Mandurah Pty Ltd.

In relation to the second point, we confirm that the Restrictive Covenant, definition of "Lots" should state 9019 and not 9119. We request and authorise you to amend this document.

We confirm that we have the authority to request the above amendment.

We will arrange payment of \$50.00 for the requisition fees at Perth Branch Office this afternoon. We shall fax the receipt once the same is to hand.

Thank you for your assistance. If you have any queries, please contact our office.

Yours faithfully

**WOJTOWICZ KELLY**  
[Contact: Christine Bone]

#### PARTNERS

Gavan Kelly  
John Wojtowicz  
Grahame Nelson  
Anthony Quah

#### CONSULTANTS

Michael Cockram  
Benny Stark

#### CONSULTANT - ASIA

Pin Ho

#### ASSOCIATES

Christina Chang  
Christine Bone

4th Floor, 160 St Georges Terrace PERTH WA 6000

PO Box 7432 Cloisters Square PERTH WA 6850

Telephone (08) 9322 2203 Facsimile (08) 9322 2204

Email recep@wojkelly.com.au

Registered Migration Agent No. 8254751

**File Copy Do Not Destroy**

**Stopped Document Disposal Instructions**

Fees to be Refunded	Document Type	Fee \$

Form 10 No.:

Date:

To:

Address: .....

Parties: .....

Reference: .....

Document Numbers:


Computer Records Adjusted:  
Mainframe - WDR/MTF/DPA/BKC  
SMR - WFR or REJECT  
Crown - SMP/CAL/RES

Documents to be Rejected:

Documents to be Withdrawn:

Documents for Registration: ✓

Caveats to be made Null & Void:

Authorised by: 

**Stopped Case:696754**

Original Cs/T:  
2539-189, 2548-176

Notice Sent: 19-11-03  
Action:

**Examiner's notes:**

**Examination Instructions**  
Allocate New C/T  
Complete Nom. Index  
**Examiner: T A, Exam1L**  
**Supervisor: Chris Lowrie, Team Leader**



## Requisition Notice

Document Nos: I696754, I696755, I696756, I696757

Section 192 of the Transfer of Land Act

Your Ref:

**First and Final**

Our Ref: Tom Asbridge Ph: 9273 7458 Fax: 9273 7668

Date: 19 November 2003

**Lodging Party:**

**Other Parties Contacted:**

WOJTOWICZ KELLY  
(ref: cb/14047)  
WHELANS SURVEY AND MAPPING  
(ref 25.5679)

**Registration of the above documents cannot be effected until all requisitions listed below are complied with and the fee payable is received.**  
**A time limit of 14 days applies from the date stated above.**

### Requisitions

Doc. No	Description	Req. Fee
I696756	The Registered Proprietor shown in this memorial differs to that shown on the Certificate of Title. Document shows Anaed Pty Ltd titles show Mirvac Mandurah Pty Ltd.	50.00
	NB: should lot 1062 be included in the land affected by the memorial?	<i>no in pumping station</i>
I696755	Point 1.1 (definitions) "Lots" in the restrictive covenant refers to a lot 9119 on the plan. This lot does not exist. Suggest it may be lot 9019.	
Requisition Sub Total \$		50.00
Additional Fee \$		0.00
TOTAL FEE Payable \$		50.00

**Bruce Roberts**  
Registrar of Titles

Requisitions may be attended to by ;

1. fax direct to the Examiner referred to above.
2. personal attendance DLI, Midland Square. (all documents held at Midland Office)
3. the lodging of evidence at DLI's Perth Branch Office, Mt Newman House, 200 St. Georges Terrace, Perth or Bunbury Regional Office 61 Victoria St, Bunbury (note: no advice/discussions re: requisitions)
4. Post to P O Box 2222, Midland WA 6936 or DX95

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.  
Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection half the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of \$38.50 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees.  
See payment options on page 2.

ORIGINAL

LT 24

Lodging Party

Wojtowicz Kelly 19/11/03

LAND INFORMATION AND ADMINISTRATION SERVICES, DLI

Amount

DEALINGS:

I696756

Rec. 10897215 15:22	19 Nov 2003	c
ASN 06 574 795 853		
STOP 126091		
Stamp \$ 50.00	\$ 50.00	
TOTAL FEES	\$ 50.00	
Cheque \$ 50.00		
TOTAL PAID	\$ 50.00	
Gst Tax Rate 0%		

Reg Fee

50 00

TOTAL \$

50 00

The only receipt recognised will be that printed by Cash Register in this space below.

Accountant, Department of Land Information

Fees

126091

Assur. Fund