

**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.

OFFICE USE ONLY

**I 802230 RC**

26 Feb, 2004 14:49:40 Perth



REG. \$ 77.00

RC

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.

[Empty box for instructions]

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

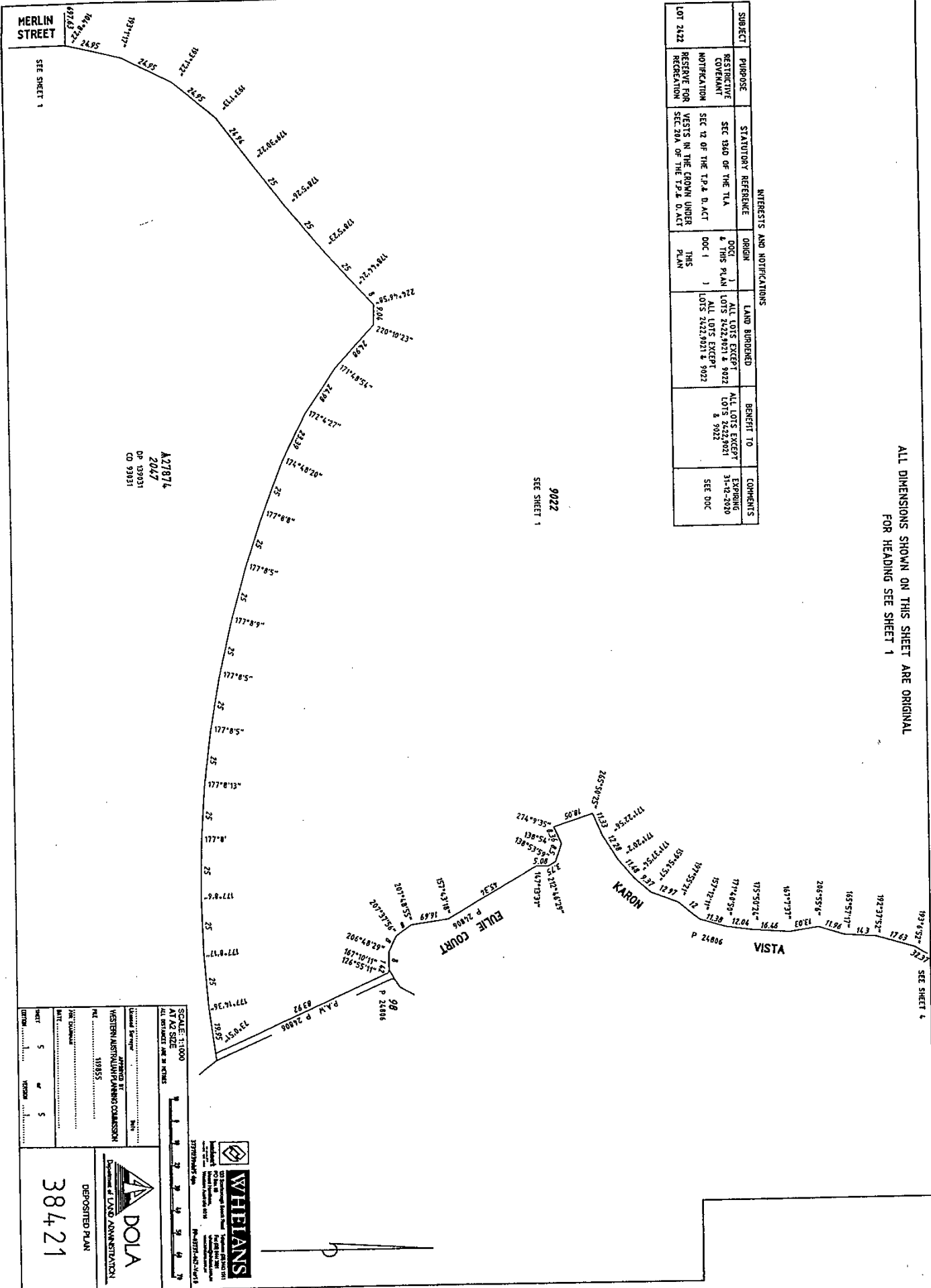
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



EXAMINED

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

| INTERESTS AND NOTIFICATIONS |  |                             |                 |  |  |                             |
|-----------------------------|--|-----------------------------|-----------------|--|--|-----------------------------|
| SUBJECT                     | PURPOSE  | STATUTORY REFERENCE         | ORIGIN          | LAND BORDERED                          | BENEFIT TO                             | COMMENTS                    |
| LOT 2422                    | RESTRICTIVE COVENANT NOTIFICATION RESERVE FOR RECREATION | SEC 12 OF THE T.P.A. D. ACT | DOC 1 THIS PLAN | ALL LOTS EXCEPT LOTS 2422, 2421 & 2422 | ALL LOTS EXCEPT LOTS 2422, 2421 & 2422 | EXPIRING 31-12-2020 SEE DOC |



A27874  
2047  
DP 439031  
CD 93031

9022  
SEE SHEET 1

193°45'27"  
62.11  
192°31'52"  
165°57'17"  
208°55'46"  
161°7'33"  
99°91'  
13.03  
90822 PSEE SHEET 4

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

WESTERN AUSTRALIAN PLANNING COMMISSION  
19855

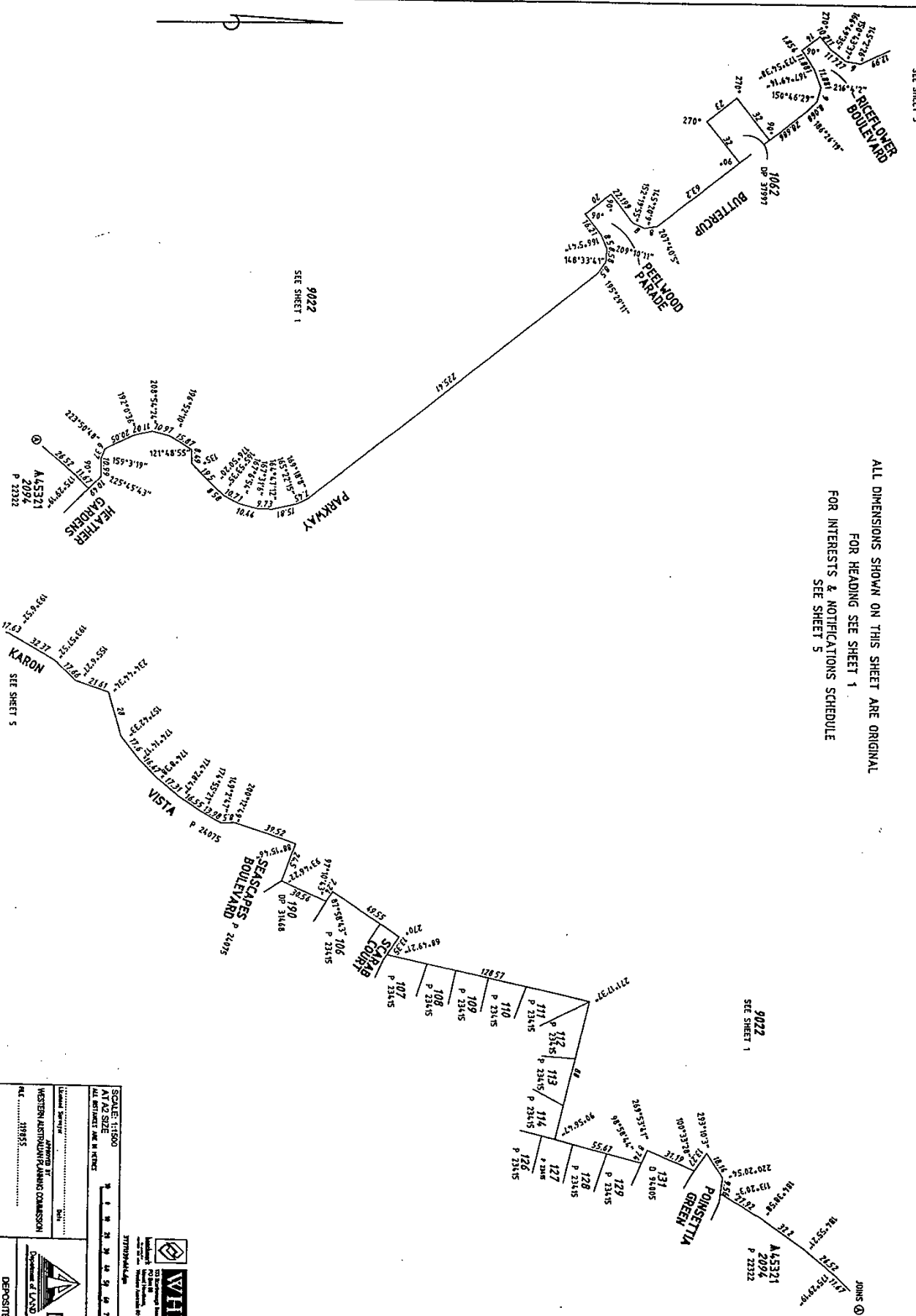
DEPOSITED PLAN  
38421

DOLA  
Department of LAND ADMINISTRATION

**WHEELANS**  
225 Stirling Highway  
Perth WA 6001  
Tel: (08) 9442 1111  
Fax: (08) 9442 1112  
www.wheelans.com.au

SEE SHEET 3

ALL DIMENSIONS SHOWN ON THIS SHEET ARE ORIGINAL  
FOR HEADING SEE SHEET 1  
FOR INTERESTS & NOTIFICATIONS SCHEDULE  
SEE SHEET 5



9022  
SEE SHEET 1

A45321  
2092  
P 2232

SEE SHEET 5

9022  
SEE SHEET 1

A45321  
2092  
P 2232

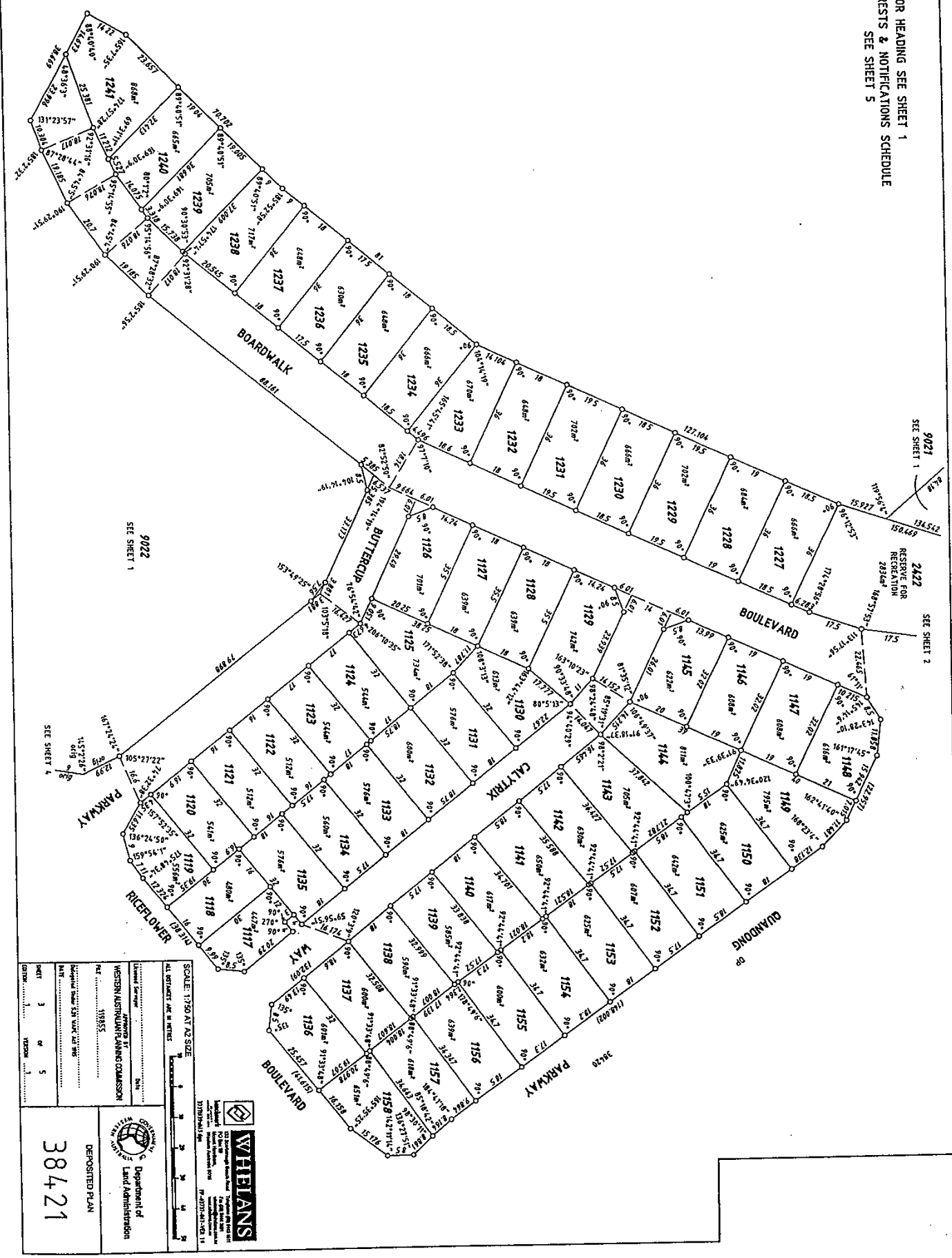
SCALE: 1:1500  
AT 1/2 SIDE  
ALL DIMENSIONS ARE IN METERS

WESTERN AUSTRALIAN PLANNING COMMISSION  
DATE: 1995

DEPOSITED PLAN  
38421



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



SCALE: 1:750 AT A2 SIZE  
ALL DIMENSIONS ARE IN METERS

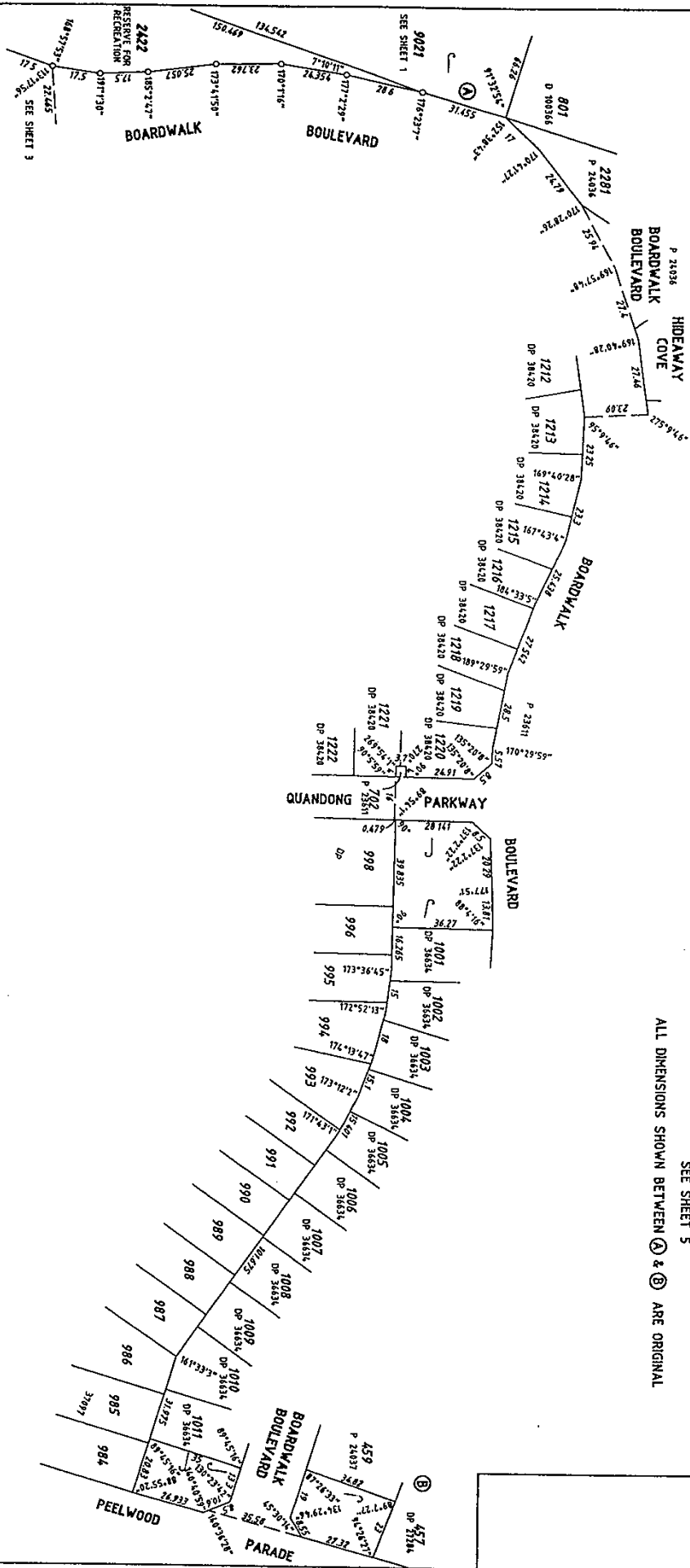
WESTERN AUSTRALIAN PLANNING COMMISSION  
DEPARTMENT OF LAND ADMINISTRATION  
19855

DATE: 3 OF 5  
VERSION: 1

DEPOSITED PLAN  
38421



FOR HEADING SEE SHEET 1  
 FOR INTERESTS & NOTIFICATIONS SCHEDULE  
 SEE SHEET 5  
 ALL DIMENSIONS SHOWN BETWEEN (A) & (B) ARE ORIGINAL



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

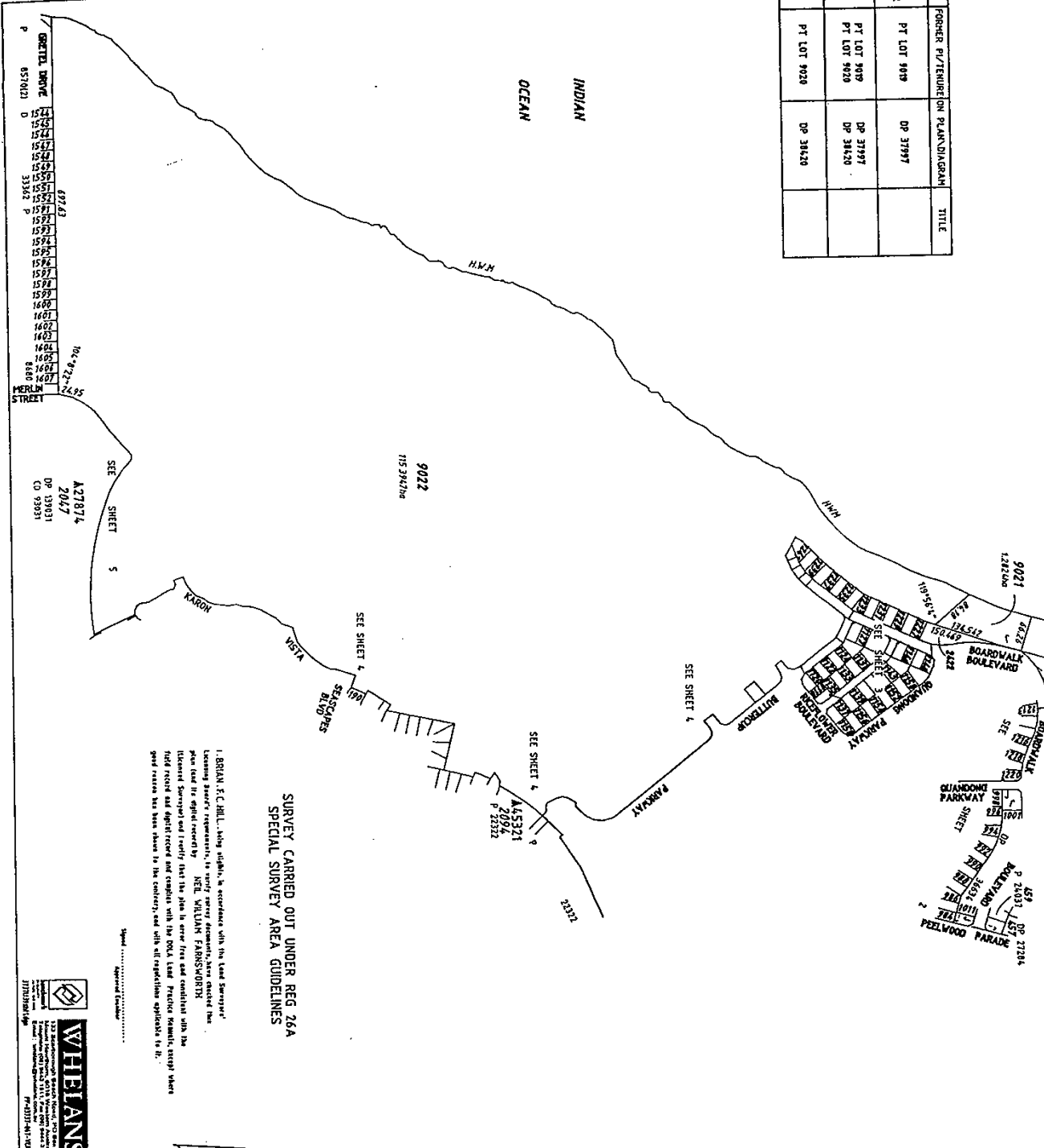


|  |  |
|--|--|
| Prepared by<br><b>WESTERN AUSTRALIAN PLANNING COMMISSION</b><br>Date: 1985 | Department of<br>Land Administration<br>Deposited Plan<br><b>38421</b> |
| SHEET 2 of 5<br>VERSION 1  |  |

| LOT                              | FORMER P/L/TEKURE/ON PLAN/DIAGRAM | TITLE                |
|----------------------------------|-----------------------------------|----------------------|
| LOTS 1117-1158, 1227-1241 & 9022 | PT LOT 9019                       | DP 31797             |
| LOTS 1117-1158, 1227 & 2422      | PT LOT 9019<br>PT LOT 9020        | DP 31797<br>DP 38420 |
| LOTS 1157-1158 & 9021            | PT LOT 9020                       | DP 38420             |

| ED/VER | AMENDMENT | BY | SIGNATURE | DATE |
|--------|-----------|----|-----------|------|
|        |           |    |           |      |

FOR INTERESTS & NOTIFICATIONS SCHEDULE  
SEE SHEET 5



**SURVEY CARRIED OUT UNDER REG 26A  
SPECIAL SURVEY AREA GUIDELINES**

1. BRIAN F. C. HILL, being eligible, in accordance with the Land Surveyors' Licensing Board's requirements, to verify every document, has checked this plan for its originality. NEIL WILLIAM FARNSWORTHY, Licensed Surveyor and Engineer, that the plan is correct and complies with the good reason has been shown to the contrary, and with all regulations applicable to it.

**WHELIANS**  
122 BROADWAY, SUITE 100, DUNEDIN  
PH: 03 477 1111, FAX: 03 477 1112  
WWW.WHELIANS.CO.NZ

LOTS 1117-1158, 1227-1241,  
2422, 9021, 9022, ROADS &  
RESTRICTIVE COVENANT

DISTRICT: MARRAM  
TOWNSHIP: DOLA FLE  
LOCAL AUTHORITY: CITY OF MARRAM  
LOCALITY: HILLS MEAD  
ON: 31 OCT 2011 09:31:03  
INDEX: BQ 32 (2) 09:31:03 38

FIELD BOOK: 75450  
PAGE: 10  
INDEX: 72900, 72943

SCALE: 1:5000  
AT 1/25 SCALE: ALL DISTANCES ARE IN METERS

WHELIANS (QUALITY) LTD.  
SHEETS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

LOGGED: [ ]  
TYPE OF VALIDATION: [ ]  
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FILE: [ ]  
DATE: [ ]  
TIME: [ ]  
APPROVED: [ ]

DEPOSITED PLAN  
**38421**

Department of Land Administration

- (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.

## 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) In the case of Lots 1126 – 1129, 1145 – 1148, 1227 – 1241 (inclusive) any dwelling other than a single, private, non-transportable dwelling house having a floor area of 200 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) In the case of any other Lot 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;
  - (c) 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;
  - (d) 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;
  - (e) 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;
  - (f) 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;
  - (g) Any alteration to any existing fence already erected on any boundary of the land at the date of purchase by the registered proprietor;
  - (h) 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;
  - (i) Any fence forward of the front building line of the dwelling house or any fence to the front boundary facing the street;
  - (j) Any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:
    - (i) is substantially hidden from public view from immediately adjacent streets and parks;
    - (ii) is not constructed of zincalume or any other significantly reflective material; and
    - (iii) does not project above the height or any surrounding boundary fence by more than 300mm;
  - (k) Any free-standing structure (including a garden shed) in excess of 9 square metres but less than 36 square metres, unless such structure:
    - (i) is substantially hidden from public view from immediately adjacent streets and parks;
    - (ii) is not constructed of zincalume or any other significantly reflective material;
    - (iii) does not project above the height or any surrounding boundary fence by more than 600mm; and
    - (iv) has been approved in writing by the registered proprietor of each lot surrounding the land on which such structure is erected;
  - (l) Any free-standing structure (including a garden shed) in excess of 36 square metres, unless such structure matches the dwelling in respect of material used, design and external appearance including colour and quality of construction;
  - (m) 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.



**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:**

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

*D. J. Cooper* DC  
ATTORNEY SIGNATURE

*Colin Cooper*  
ATTORNEY SIGNATURE

Darren Cooper  
ATTORNEY PRINT NAME

Colin Cooper  
ATTORNEY PRINT NAME

*Kyle Jeavons*  
WITNESS SIGNATURE

*Kyle Jeavons*  
WITNESS SIGNATURE

Kyle Jeavons  
WITNESS PRINT NAME

Kyle Jeavons  
WITNESS PRINT NAME

Assistant dev manager  
WITNESS PRINT OCCUPATION

Assistant dev manager  
WITNESS PRINT OCCUPATION

1002 Hay St, Perth  
WITNESS PRINT ADDRESS

1002 Hay St Perth  
WITNESS PRINT ADDRESS

ABN 66 012 878 629  
WESTERN AUSTRALIA STAMP DUTY  
DEC 11/02/04 15:30 002133058-001  
FEE \$ 2448888888888888  
ST \* 2448888888888888

**BLANK INSTRUMENT FORM**

**RESTRICTIVE COVENANT**

(Note 1)

**BY:**

**MIRVAC MANDURAH PTY LTD (ACN 102 396 350)** of Level 2, 1002 Hay Street, Perth, Western Australia  
("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 9019 on Deposited Plan 37997 and being the whole of the land contained in Certificate of Title Volume 2550 Folio 752;
- (b) Lot 9020 on Deposited Plan 38420 and being the whole of the land contained in Certificate of Title Volume 2556 Folio 470;

"Lots" means each of the Lots on the Plan excepting only Lots 2422, 9021 and 9022;

"Plan" means the Office of Titles Deposited Plan 38421 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 I608815 to Australian and New Zealand Banking Group Limited.