

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.

TYPE C.P.

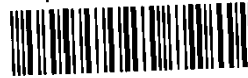
EXAMINED

* NB: I 608815 DISCHARGED
BT 5244551

EASEMENT AFFECTS L 9025
ONLY.

J244553 RC

11 Apr 2005 10:27:15 Perth



REG \$ 79.00

LODGED BY Wojtowicz Kelly (CB/17700)

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/17700

ISSUING BOX No. 337L

PREPARED BY Wojtowicz Kelly (CB/17700)

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

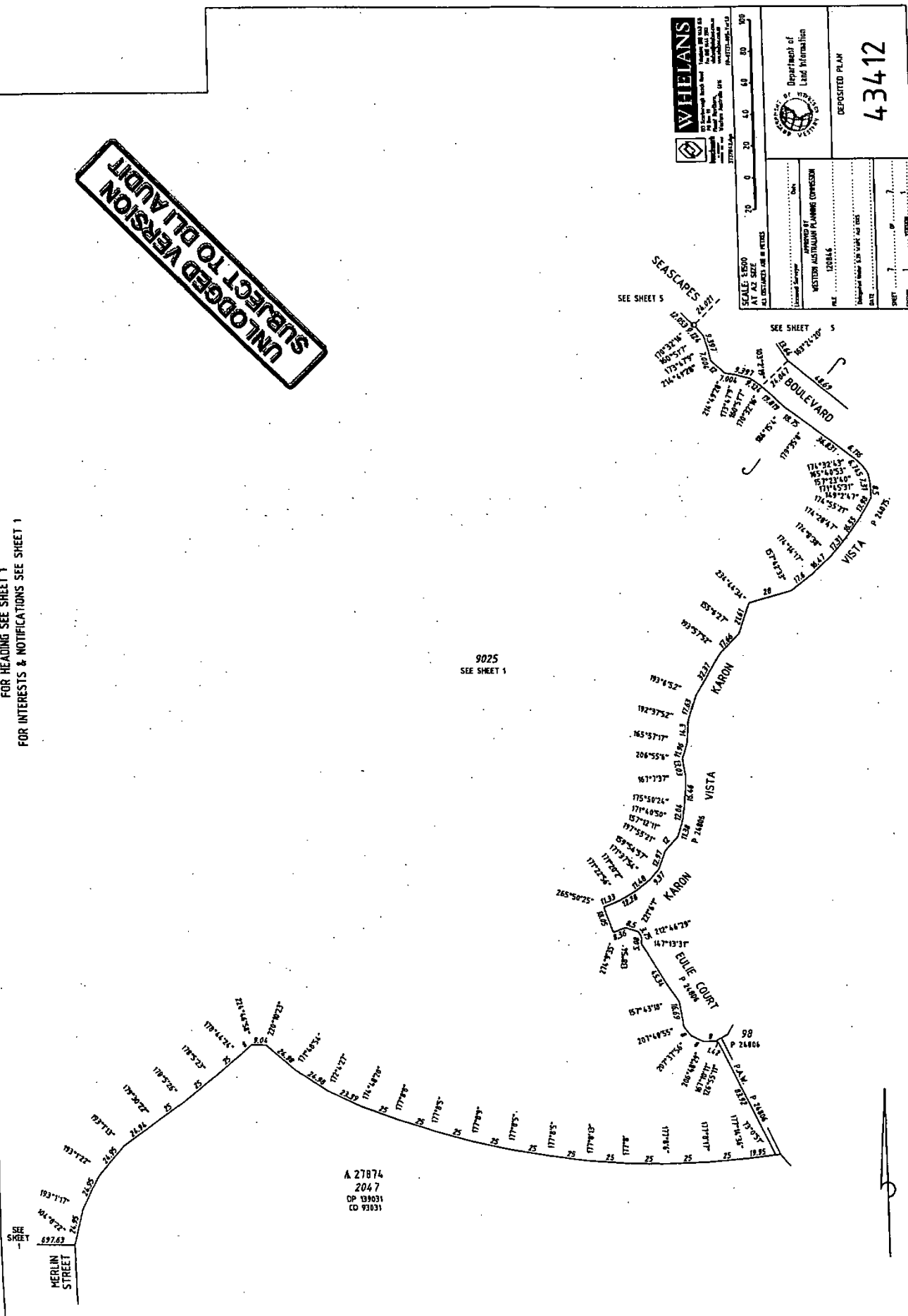
Registered pursuant to the provisions of the TRANSFER OF LAND ACT
1893 as amended on the day and time shown above and particulars
entered in the Register.



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

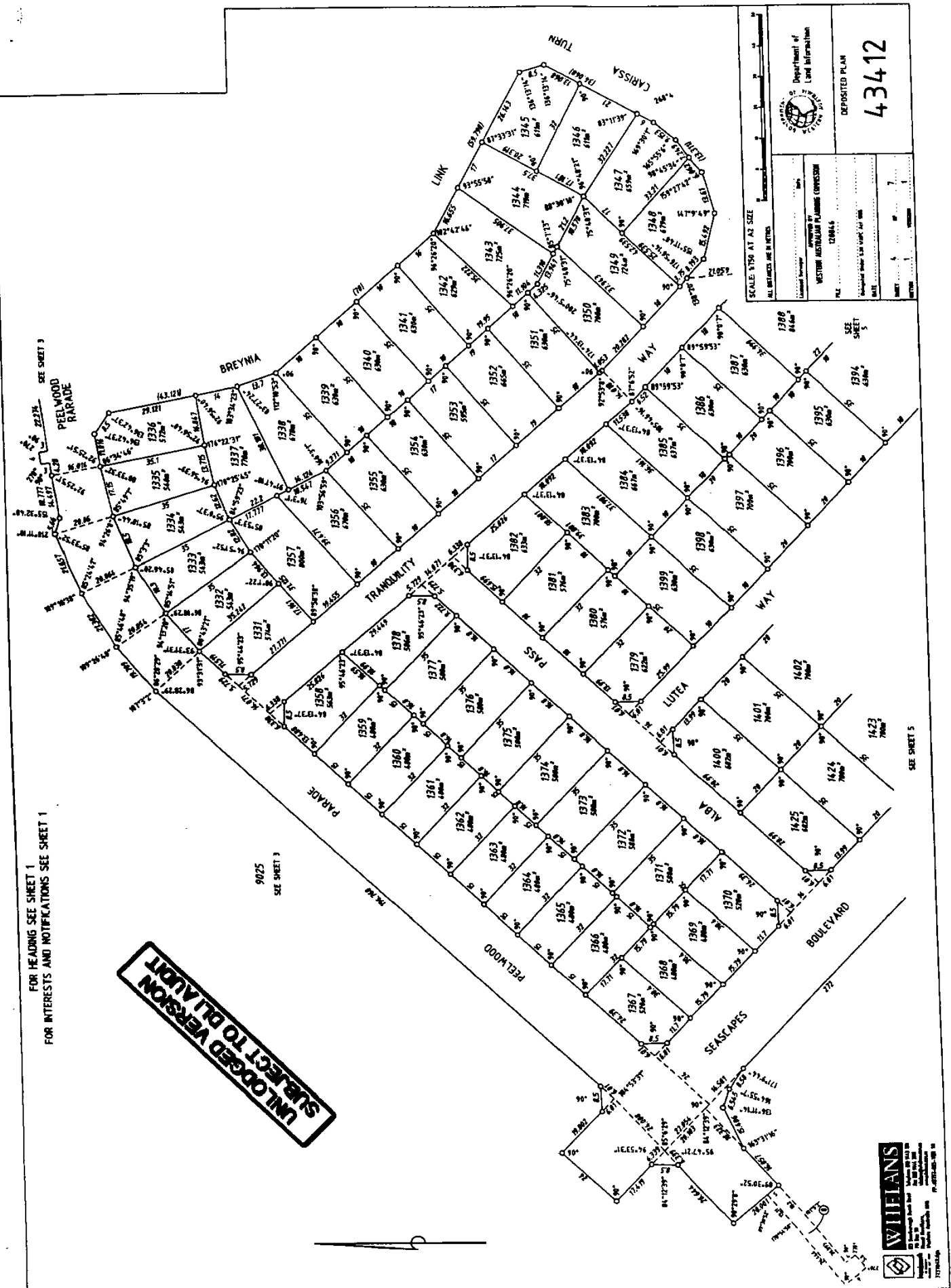
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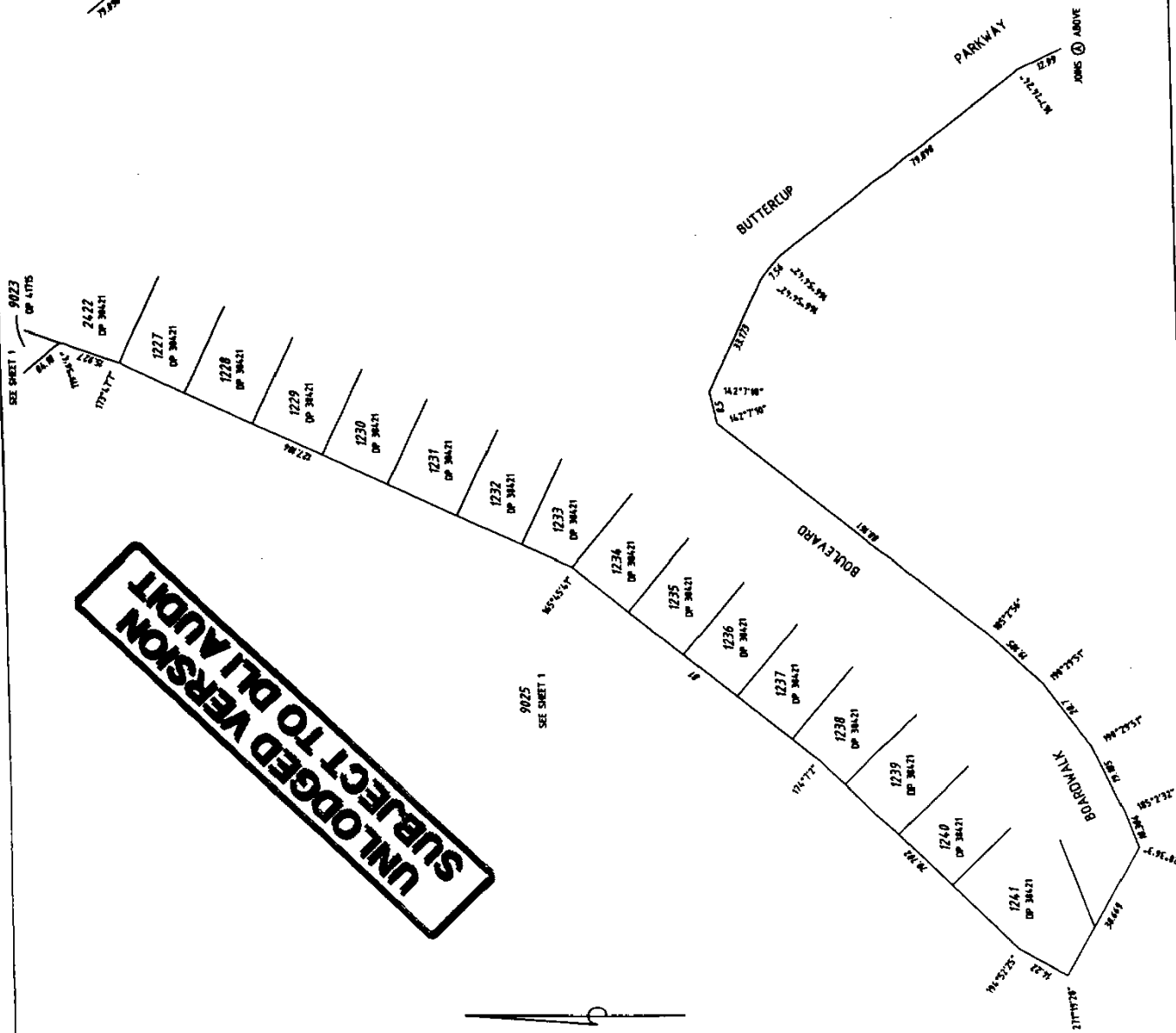


Department of Land Information	
DEPOSITED PLAN	
43412	
Landgate 100 Exchange Road Melbourne VIC 3000 Australia Tel: 03 9477 4600 Fax: 03 9477 4601 Email: info@landgate.vic.gov.au Web: www.landgate.vic.gov.au	100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 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FOR HEADING SEE SHEET 1
FOR INTERESTS & NOTIFICATIONS SEE SHEET 1

**UNLOADED VERSION
SUBJECT TO DLI AUDIT**



Department of
Land Information

DEPOSITED PLAN
43412

Scale: 1:500 AT A2 SIZE
ALL DIMENSIONS ARE IN METRES

Deposited by
WESTERN AUSTRALIAN PLANNING COMMISSION

FILE
100045

Deposited under 526 (1984) Act

DATE
10/01/05

SHEET
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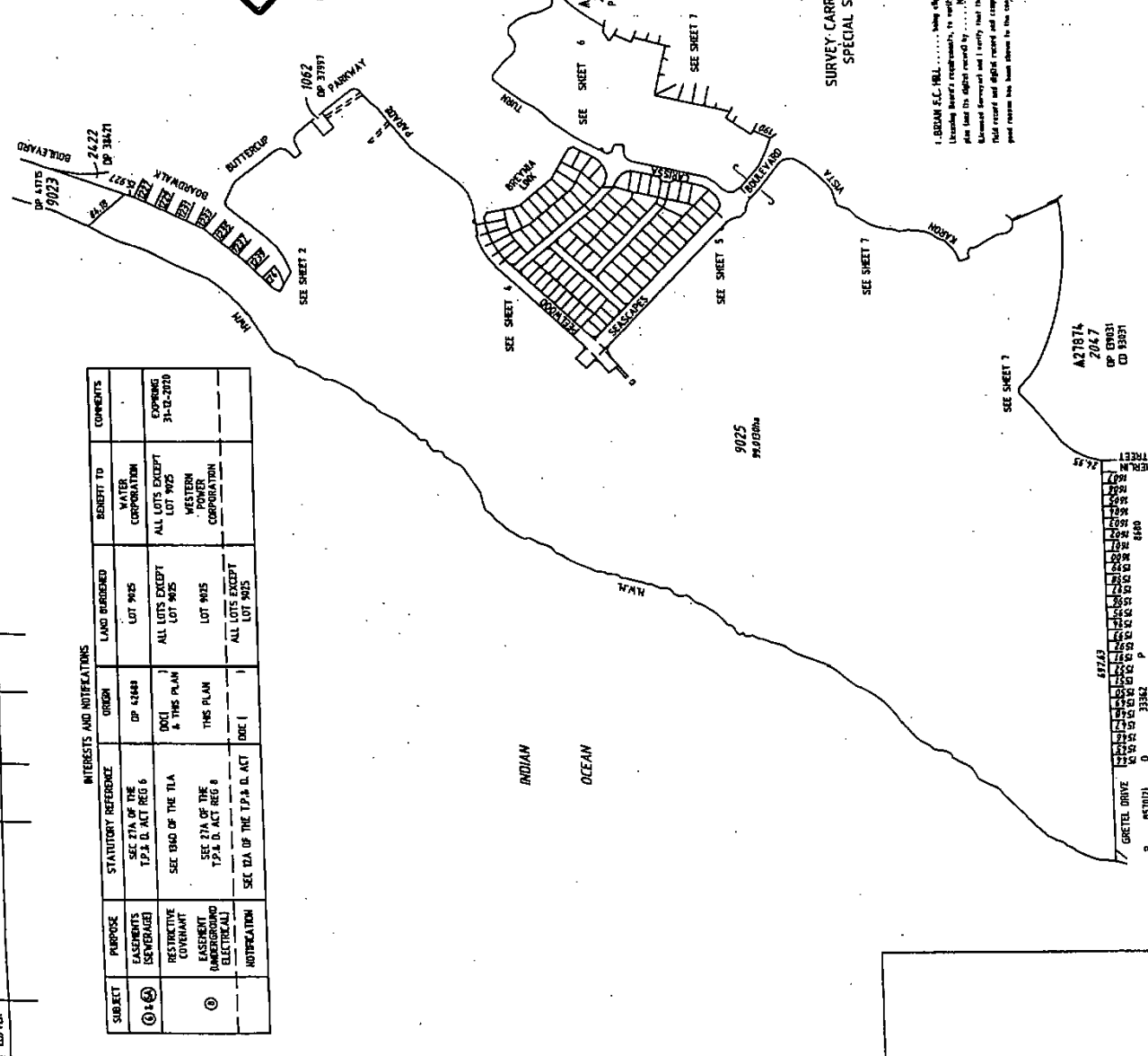
OF
1

WITFLANS

Surveyors
100/101 Stirling Highway
Perth WA 6006
Tel: (08) 9442 1111
Fax: (08) 9442 1112
www.witflans.com.au

TYPE PURPOSE PLAN OF	FREEMOLD SUBSTANTIAL PLAN OF
LOTS 1331-1425, 9025, ROADS, EASEMENT & RESTRICTIVE COVENANT	
DISTRICT: MURRAY TOWNSHIP: ... LOCAL AUTHORITY: CITY OF MANITOBAH LOCALITY: NALL'S HEAD	SSA YES/NO: FORMER TENURE: LOT 9024 DP 42866
INDEX: 85 32 03 03.38 FIELD BOOK: 7551 PLAN: 71300 79613 SCALE: 1:5000 AT A2 SIZE	FIELD BOOK: 7551 PLAN: 71300 79613 ALL DISTANCES ARE IN METERS
SURVEYOR'S CERTIFICATE - Certified I, MRS. WELLMAN FARNSWORTH being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as shown to me by the person or persons claiming to be the owner of the land surveyed, and that the same is in accordance with the original survey as shown to me by the person or persons claiming to be the owner of the land surveyed, and that the same is in accordance with the original survey as shown to me by the person or persons claiming to be the owner of the land surveyed.	
DEPOSITED PLAN 43412	

UNLOADED VERSION
 SUBJECT TO DLA AUDIT



WHELAN'S
 10000 Highway 100, Suite 100
 Regina, Saskatchewan S4S 0A6
 Tel: (306) 766-1111
 Fax: (306) 766-1112
 Email: info@whelan.ca

ANNEXURE "A"
Deposited Plan 43412

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) 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 alteration to any existing fence already erected on any boundary of the land at the date of purchase by the registered proprietor;
 - (g) 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;
 - (h) Any fence forward of the front building line of the dwelling house or any fence to the front boundary facing the street;
 - (i) 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;
 - (j) 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;
 - (k) 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;
 - (l) 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

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


ATTORNEY SIGNATURE

Evan Campbell
ATTORNEY PRINT NAME


WITNESS SIGNATURE

Kyle Jeavons
WITNESS PRINT NAME

ADM
WITNESS PRINT OCCUPATION

1002 Hay St, Perth 6000
WITNESS PRINT ADDRESS


ATTORNEY SIGNATURE

COLIN LEO COOPER
ATTORNEY PRINT NAME


WITNESS SIGNATURE

Kyle Jeavons
WITNESS PRINT NAME

ADM (Assistant Development Manager)
WITNESS PRINT OCCUPATION

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

ASN 66 012 878 629
 WESTERN AUSTRALIA STAMP DUTY
 DEE 28/02/05 11:05 002373707-001
 FEE \$ *****0
 SD \$ *****20.00 PEN *****.00

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 Lot 9024 on Deposited Plan 42680 and being the whole of the land contained in Certificate of Title Volume 2585 Folio 582;

"Lots" means each of the Lots on the Plan excepting only Lot 9025;

"Plan" means the Office of Titles Deposited Plan 43412 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

- (a) Mortgage I608815 to Australian and New Zealand Banking Group Limited; and
- (b) Easement Burden created under section 27A of the TP & D Act – See Deposited Plan 42680;