

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

K 44394 RC

04 Jan 2007 09:11:12 Perth



REG \$ 82.00

LODGED BY Wojtowicz Kelly Legal (CO/17700)

ADDRESS Level 2, 11 Mounts Bay Rd, Perth
PO Box 7432
Cloisters Square
PERTH WA 6850

PHONE No. 08 9460 5000

FAX No 08 9460 5001

REFERENCE No. CO/17700

ISSUING BOX No. 337L

PREPARED BY Wojtowicz Kelly (CO/17700)

ADDRESS Level 2, 11 Mounts Bay Rd, Perth
WA 6000

PHONE No. 9460 5000 FAX No. 9460 5001

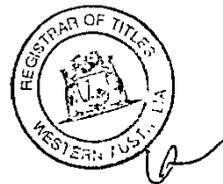
INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

Empty box for instructions, with handwritten initials 'G/S' on the right side.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1.	<u>Letter</u>	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.



ADDITIONAL PAGE TO RESTRICTIVE COVENANT

Dated

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- (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 manufacturer's 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) Any dwelling other than a single, private, non-transportable dwelling house having a floor area of 190 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 garages, storerooms, verandas, balconies, pergolas and other out-buildings 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 Lot at the date of purchase by the Developer;
 - (g) Any fence (other than an existing fence already erected on any boundary of the Lot at the date of purchase by the Developer) 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 of any surrounding boundary fence by more than 300mm.
 - (j) Any free-standing structure (including a garden shed) of greater than 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 constructed with a pitched roof;
 - iii. is not constructed of zincalume or any other significantly reflective material;
 - iv. does not project above the height of any surrounding boundary fence by more than 600mm; and
 - v. has been approved in writing by the registered proprietor of each lot surrounding the Lot on which such structure is erected.
 - vi. is of similar colour to that of the housing materials.
 - (k) Any free-standing structure (including a garden shed) in excess of 36 square metres, unless such structure matches the dwelling in respect of materials 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.

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 **TRUST COMPANY OF AUSTRALIA LIMITED (ACN 004 027 749)** by its duly appointed Attorneys pursuant to **Power of Attorney No. J634986** registered in the State of Western Australia

[Signature]
Attorney Signature

Colin Cooper
Attorney Print Name

[Signature]
Witness Signature

Witness Print Name:

Witness Address:

Witness Occupation:

Peter Packer

57 Sewell Street East Fremantle WA 6158

Property Development

[Signature]
Attorney Signature

Evon Campbell
Attorney Print Name

[Signature]
Witness Signature

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 13/11/06 16:26 002645894-001
FEE \$ *****
SD \$ *****20.00 PEN *****.00
2006

DATED THE 13 DAY OF November

BY:

TRUST COMPANY OF AUSTRALIA LIMITED (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 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 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 52105** ("the 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 as amended;

"Commission" means the Western Australian Planning Commission;

"Land" means Lot ⁹⁰²⁹ ~~9501~~ on Deposited Plan ⁴⁹¹¹⁴ ~~48465~~ and being the whole of the land contained in Certificate of Title Volume ~~2606~~ Folio ~~584~~;

"Lots" means each of the Lots on the Plan excepting only Lot 9030;

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

"Specified Encumbrances" means:

- (a) Mortgage **J562833** in favour of Bank of Western Australia Ltd;
- (b) Mortgage **J562834** in favour of Mirvac Mandurah Pty Ltd; and
- (c) Easement pursuant to section 27A of the Town Planning and Development Act see Deposited Plan 49114.

WOJTOWICZ KELLY LEGAL

FAXED
110100

FACSIMILE

Australia
Level 2
11 Mounts Bay Road
Perth
Western Australia 6000

PO Box 7432
Cloisters Square
Perth
Western Australia 6850

(08) 9460 5000 T
(08) 9460 5001 F
admin@wojkelly.com.au

Singapore
83 Clemenceau Avenue
#13-02 UE Square
Singapore 239920

65 6238 3508 T
65 6887 3508 F

To: Landgate
Attention: Van La
Fax No: 9273 7668
From: Christine Oldmeadow
Email Address: christine@wojkelly.com.au
Your Ref: Dealing K044391
Our Ref: CEO/17700
Subject: Amendment to Restrictive Covenant
Date: 11 January, 2007
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:

Thank you for your requisition notice dated 11 January 2007.

We confirm that the land description on document K44394, deed of restrictive covenant should be deleted and replaced with the following:

"Land" means Lot 9029 on Deposited Plan 49114 and being the whole of the land contained in Certificate of Title Volume 2614 Folio 985;

We request and authorise you to make the above change to this document. We confirm that we have the authority to request the amendment contained herein.

The requisition fee will be paid this afternoon at the Perth Branch Office.

Thank you for your assistance.

Yours faithfully



CHRISTINE OLDMEADOW
Partner

PARTNERS Gavan Kelly John Wojtowicz Anthony Quasha Christine Oldmeadow	CONSULTANT Greg Mohan	CONSULTANT - ASIA Pin Ho	ASSOCIATES F:\WORD\000 Files 17000 - 17999\17700\Fax DLI 11.1.07.doc Christina Chang Anton Puzey
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Registered Migration Agent No.: 9254751

 A member of the Simpson Kelly Group