

### 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

OFFICE USE ONLY

L468005 RC

01 Nov 2010 15:52:52 Perth



REG \$ 135.00

12 NOV 2010

LODGED BY Wojtowicz Kelly Legal  
ADDRESS Level 2, 11 Mounts Bay Rd  
PO Box 7432  
Cloisters Square  
PERTH WA 6850  
PHONE No. 08 9460 5000  
FAX No 08 9460 5001  
REFERENCE No. SHY/CL/23582 (DP 68920)  
ISSUING BOX No. 337L

PREPARED BY Wojtowicz Kelly Legal SHY/CL/23582 (DP 68920)  
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.

2/3

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.



### SCHEDULE

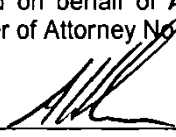
The registered proprietor for the time being of each Lot ("the Lot") covenants:

- (i) 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 the Developer's Agent (Mirvac (WA) Pty Ltd of Level 3, 502 Hay Street, Subiaco, Western Australia):
  - (a) any dwelling other than a single, private, non-transportable dwelling house designed in compliance with the mandatory requirements of "The Village Precinct" Design Guidelines 1.0 Release 1A, as issued from time to time by the Developer's Agent in respect to the subdivision of the land of which the Lot forms part;
- (ii) 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, buses, utility vehicles, motor homes, 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.
- (iii) 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's Agent.
- (iv) not to permit or allow the front landscaping fall into a state of disrepair or disorder.
- (v) 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 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's Agent.
- (vi) Not use the Lot or any dwelling constructed on the Lot for the purposes of a builders display home or display village, unless first approved by the Developer's Agent.

### CONSENT BY MORTGAGEE

We, **ANZ FIDUCIARY SERVICES PTY LTD** as the holder of registered mortgage K878184 over Lot 9041 on Deposited Plan 68011 being the whole of the land in Certificate of Title Volume 2749 Folio 279 hereby consent to the creation of the restrictive covenant on the terms contained herein:

Executed for and on behalf of **ANZ FIDUCIARY SERVICES PTY LTD** by its duly appointed Attorneys pursuant to Power of Attorney No. **L366354** registered in the State of Western Australia

  
\_\_\_\_\_  
Attorney Signature

**ANTHONY HERDEN**  
\_\_\_\_\_  
Print full name of Attorney

**MANAGER AGENCY SERVICES**  
\_\_\_\_\_  
Print Position of Attorney i.e) Associate Director, Transaction Management

Witness Signature: \_\_\_\_\_

Witness Full Name: **ANTHONY LEON DWYER**  
\_\_\_\_\_

Witness Address: **15/20 MARTIN PLACE**  
\_\_\_\_\_

Witness Occupation: **SYDNEY NSW**  
\_\_\_\_\_

## 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

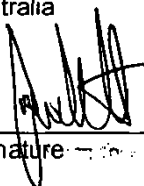
Each of the Lots is to be encumbered by the Restrictive Covenants. The burden of the Restrictive Covenants shall run with each of the Lots for the benefit of each and every other of the Lots and the Restrictive Covenants shall be enforceable against the registered proprietor of each of the Lots by the 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 2025.

### EXECUTED AS A DEED:

Executed for and on behalf of **TRUST COMPANY LTD ACN 004 027 749** by two of its duly appointed Attorneys pursuant to Power of Attorney No. **K677835** registered in the State of Western Australia

  
\_\_\_\_\_  
Attorney Signature

**LESLIE KENNETH CROCKETT**

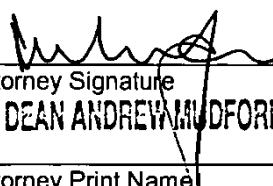
\_\_\_\_\_  
Attorney Print Name

Witness Signature:

Witness Print Name: *Tim Noakes*

Witness Address: *258 Eden St Innaloo*

Witness Occupation: *Developer*

  
\_\_\_\_\_  
Attorney Signature

**DEAN ANDREW MUDDFORD**

\_\_\_\_\_  
Attorney Print Name

Witness Signature:

Witness Print Name: *Tim Noakes*

Witness Address: *258 Eden St Innaloo*

Witness Occupation: *Developer*

**BLANK INSTRUMENT FORM****RESTRICTIVE COVENANT**

(Note 1)

Dated the

1<sup>st</sup>

day of

November

2010

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 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 the Land and has lodged a plan of subdivision with the Western Australian Planning Commission, which has been approved, and is now known as **Deposited Plan 68920** ("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;

**Land** means Lot 9041 on Deposited Plan 68011 being the whole of the land contained in Certificate of Title Volume 2749 Folio 279;

**Lots** means each of the Lots on the Plan excepting only Lot 9042;

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

**Specified Encumbrances** means:

- (a) J605826 – Easement to the Water Corporation. See Sketch on Deposited Plan 68011;
- (b) Easement Burden created under section 136C T.L.A. for Eaves and Gutters Purposes – see Deposited Plan 68011 as created on Deposited Plan 58155 and Instrument K5777527;
- (c) K878184 – Mortgage to ANZ Fiduciary Services Pty Ltd;

K 577527