


FORM B4

**K577526 RC** CP  
 28 Apr 2008 09:56:33 Midland  
  
 REG \$ 85.00

TIME CLOCK

LODGED BY **Freehills**  
 ADDRESS **QV.1 Building**  
**250 St Georges Terrace**  
**PERTH WA 6000**  
 PHONE No. **Tel: 9211 7777**  
 FAX No. **Fax: 9211 7878**  
 REFERENCE No. **LTO Box 116D Perth**  
 ISSUING BOX No.

PREPARED BY **Freehills**  
**Barristers & Solicitors**  
 ADDRESS **Level 36 QV1 Building**  
**250 St Georges Terrace**  
**Perth WA 6000**  
 PHONE No. **(08) 9211 7777**  
 FAX No. **(08) 9211 7878**  
**FAP - 003923140**

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

*2/4*

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. <u>Deed</u>	Received Items
2. _____	
3. _____	No.s <u>7</u>
4. _____	
5. _____	
6. _____	Receiving Clerk <i>[Signature]</i>

ENDORISING INSTRUCTION

EXAMINED

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 Book.

INITIALS OF SIGNING OFFICER  
*A*



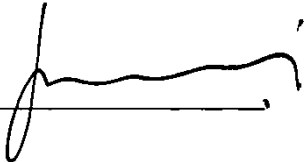
**REGISTRAR OF TITLES**

**Executed as a deed:**

Executed by:  
**Mirvac Mandurah Pty Ltd**  
ACN 102 396 350:


MIRVAC MANDURAH PTY LTD  
ABN 15 102 396 350  
pursuant to S.127(1) of  
the Corporations Act

Director

  
GREGORY J PARAMOR

Name (please print)

Director / Secretary

  
Michael Gwyn Arnold Smith

Name (please print)

**C. SIGNS and NOTICES (Paragraph (k))**

Any sign or notice must not exceed 700mm in width and 1000mm in height and the top of any sign or notice must not be more than 2000mm above ground level.

**D. INTERNAL WINDOW FURNISHINGS (Paragraph (m))**

Internal window furnishings must be:

- (a) Roller Blinds;
- (b) Roman Blinds;
- (c) Curtains; or
- (d) Timber Venetians

Except for timber Venetians, all blinds must have a white or grey backing fabric where visible from outside the burdened lot.

Timber Venetians must be one of the following colours:

- cedar/timber with a natural grade lacquer
- white/off white
- charcoal

In a window located in a garage where the sill is 1400mm from the floor or lower, window furnishings must be as per (a), (b), (c) or (d) above.

**Scheme 2 (16) - Lots 2205, 2208, 2211, 2213, 2216, 2219, 2225, 2228, 2230, 2233, 2235, 2238, 2241, 2245, 2253, 2256**

Exterior Scheme

Roof Gutters, Fascia, Rendered Corbels, Parapet Flashing and Down Pipes - Metalwork Colourbond to match "Ultra Dune"

Screens, External Balustrades, Entry Gates and Side Panels - Metalwork Powdercoat to match "Interpon Excel Dube Matt"

Timber Pergola - to match Colourbond Roof Colour

Columns and Barge Boards - Exposed Metalwork Paint to match Dulux "Calf Skin" P14B3 Gloss

Unitex Render Colour - N/A

Main Walls - to match Colour "Beige Royal"

Cladding Feature Walls - to match Feature Colour "Classic Cool"

Feature Walls - to match Feature Colour "Fudge"

Garage - Colourbond to match "Ultra Dune"

Window Frames - to match colour "Silver Lustre"

Front Doors - to match colour "Tristan"

Eave Lining - to match Dulux Gold Label Ceiling Flat colour "White on White"

Stone Cladding - to match "Donnybrook Sandstone" colour "White"

Paving - Refer to Misc page and dwgs.

**Scheme 3 (17) - Lots 2206, 2209, 2212, 2215, 2218, 2224, 2227, 2229, 2232, 2234, 2237, 2240, 2243, 2247, 2251, 2254, 2257**

Exterior Scheme

Roof Gutters, Fascia, Rendered Corbels, Parapet Flashing and Down Pipes - Metalwork Colourbond to match "Ultra Windspray"

Screens, External Balustrades, Entry Gates and Side Panels - Metalwork Powdercoat to match "Interpon Excel Windspray Matt"

Timber Pergola - to match Colourbond Roof Colour

Columns and Barge Boards - Exposed Metalwork Paint to match Dulux "Wistow" PG1E4 Gloss

Unitex Render Colour - N/A

Main Walls - to match Colour "White on White"

Cladding Feature Walls - to match Feature Colour "Beige Royal"

Feature Walls - to match Feature Colour "Raku"

Garage - Colourbond to match "Ultra Windspray"

Window Frames - to match colour "Silver Lustre"

Front Doors - to match Dulux "Hot Ginger"

Eave Lining - to match Dulux Gold Label Ceiling Flat colour "White on White"

Stone Cladding - to match "Kimberly Black Granite" colour "Charcoal"

Paving - Refer to Misc page and dwgs.

**Scheme 2 (4) - Lots 2202, 2201, 2221, 2249**

Exterior Scheme

Roof Gutters, Fascia, Rendered Corbels, Parapet Flashing and Down Pipes - Metalwork Colourbond to match "Ultra Surfmist"

Screens, External Balustrades, Entry Gates and Side Panels - Metalwork Powdercoat to match "Silver Lustre"

Timber Pergola - to match Colourbond Roof Colour

Columns and Barge Boards - Exposed Metalwork Paint to match Dulux "Grey Pebble Half" P14B1H Gloss

Unitex Render Colour - to match "Drive Time"

Main Walls - to match Colour "Oyster Linen"

Cladding Feature Walls - to match Feature Colour "Drive Time"

Feature Walls - to match Feature Colour "White on White"

Garage - Colourbond to match Main Wall Colour "Mossvale Sands"

Window Frames - to match colour "Silver Lustre"

Front Doors - to match Dulux "Vivid White"

Eave Lining - to match Dulux Gold Label Ceiling Flat colour "White on White"

Stone Cladding - N/A

Paving - Refer to Misc page and dwgs.

**Seaside Houses**

**Scheme 1 (17) - Lots 2204, 2207, 2210, 2214, 2217, 2223, 2226, 2231, 2236, 2239, 2242, 2244, 2246, 2250, 2252, 2255, 2258**

Exterior Scheme

Roof Gutters, Fascia, Rendered Corbels, Parapet Flashing and Down Pipes - Metalwork Colourbond to match "Ultra Surfmist"

Screens, External Balustrades, Entry Gates and Side Panels - Metalwork Powdercoat to match "Interpon Excel Surfmist Matt"

Timber Pergola - to match Colourbond Roof Colour

Columns and Barge Boards - Exposed Metalwork Paint to match Dulux "Grey Pebble Half" P14B1H Gloss

Unitex Render Colour - N/A

Main Walls - to match Colour "Barnfloor"

Cladding Feature Walls - to match Feature Colour "Whisper White"

Feature Walls - to match Feature Colour "Aviva"

Garage - Colourbond to match "Ultra Surfmist"

Blade Wall - to match Colourbond Roof Colour

Window Frames - to match colour "Silver Lustre"

Front Doors - to match colour "Tristan"

Eave Lining - to match Dulux Gold Label Ceiling Flat colour "White on White"

Stone Cladding - N/A

Paving - Refer to Misc page and dwgs.

## Schedule 2 – Specifications

### A. FENCING (Paragraphs (b) and (c))

1. Fencing must be of timber or masonry block construction.
2. If fencing is of timber construction and:
  - (a) Is not readily visible to the public, it must be constructed in a timber frame with nominal 125mm x 75mm posts (on top of retaining walls then metal posts), 150mm x 40mm timber plinths with timber cappings and treated pine palings and be 1800mm high above landscape level.
  - (b) Is in areas visible to the public, it must be constructed in a timber frame with nominal 125mm x 75mm posts (on top of retaining walls then metal posts), and 70mm x 19mm pickets spaced at 5mm and with or without capping.
3. If fencing is of masonry block construction and is:
  - (c) Low level fencing (that is, walls not exceeding 600mm above ground level) it must be of 230mm face brick with brick (to match the dwelling) or render finish.
  - (d) High level fencing (that is, walls 1800mm above landscapes level) it must be of 190mm concrete block construction with render finish.
4. Variations of 5% or less to the measurements above are within the Specifications.

### B. COLOURS (Paragraph (h))

#### Beachfront Houses

*Scheme 1 (4) - Lots 2203, 2220, 2222, 2248*

#### Exterior Scheme

Roof Gutters, Fascia, Rendered Corbels, Parapet Flashing and Down Pipes - Metalwork Colourbond to match "Ultra Dune"

Screens, External Balustrades, Entry Gates and Side Panels - Metalwork Powdercoat to match "Silver Lustre"

Timber Pergola - to match Colourbond Roof Colour

Columns and Barge Boards - Exposed Metalwork Paint to match Dulux "Calf Skin" P14B3 Gloss

Unitex Render Colour - to match "Swampy"

Main Walls - to match Colour "Vivid White"

Cladding Feature Walls - to match Feature Colour "China White"

Feature Walls - to match Feature Colour "Swampy"

Garage - Colourbond to match Main Wall Colour "Pearl White"

Window Frames - to match colour "Silver Lustre"

Front Doors - to match Dulux "Vivid White"

Eave Lining - to match Dulux Gold Label Ceiling Flat colour "White on White"

Stone Cladding - to match "Kimberley Black Granite" colour "Charcoal"

Paving - Refer to Misc page and dwgs.

- (l) affix any external awnings or shutters to any part of any building or improvement on a Lot nor permit others to do so, except where any such external awnings or shutters are not visible from public areas;
- (m) affix any window furnishings to any window of a Lot, other than in keeping with the Specifications nor permit others to do so;
- (n) erect a shed or pergola on a Lot nor permit others to do so, except where such shed or pergola is not visible from public areas;
- (o) erect or affix any antenna, satellite dish, air-conditioning or heating unit onto a Lot nor permit others to do so, except where such items are not reasonably visible from public areas;
- (p) use as a habitable room any shed or garage erected on a Lot nor permit others to do so;
- (q) tint, frost or affix any film to any external window of a building on a Lot except where such a window is not visible from public areas;
- (r) allow the state of repair of any landscaped area at the front of the Lot to fall below the standard as at the date of first occupation of the Lot;
- (s) erect on a Lot any building or improvement less than 1800mm, the minimum separation distance prescribed by the City of Mandurah for fire rating purposes, from any building or improvement on an adjoining Lot; and
- (t) install in the front yard of a Lot a groundwater bore or other groundwater extraction equipment, nor permit others to do so, except where the bore is a flush submergible bore.

---

## Schedule 1 – Restrictive Covenants

The registered proprietor for the time being of each Lot covenants, except with the written consent of:

- 1 Mirvac or its nominees; or
- 2 each and every registered proprietor of a Lot,

NOT TO:

- (a) erect on a Lot any fencing, gate or security door/screen where any such item has not been erected by Mirvac's Builder nor permit others to do so without the written approval of Mirvac and in accordance with the Specifications;
- (b) remove any fencing erected on a Lot by Mirvac's Builder unless the fencing removed is replaced by fencing in accordance with the Specifications and the materials, colours and finishes used by Mirvac's Builder in constructing the fencing on the Lot, nor permit others to do so;
- (c) erect on a Lot any fencing where fencing has been erected by Mirvac's Builder unless the fencing erected is in accordance with the Specifications and the materials, colours and finishes used by Mirvac's Builder in constructing the fencing on the Lot, nor permit others to do so;
- (d) paint any fencing erected on a Lot (being both the internal and external surfaces of the fencing in relation to the Lot), nor permit others to do so;
- (e) demolish any building or improvement (or part of a building or an improvement) on a Lot constructed by Mirvac's Builder nor permit others to do so, unless the building or improvement (or relevant part thereof) is replaced by a building or improvement built in accordance with building plans and specifications lodged (or required to be lodged) with the City of Mandurah or its successors by Mirvac or Mirvac's Builder;
- (f) erect on a Lot any building or improvement where a building or improvement has been erected by Mirvac's Builder other than in accordance with building plans and specifications lodged (or required to be lodged) with the City of Mandurah by Mirvac or Mirvac's Builder, nor permit others to do so;
- (g) add any extension or make any structural alteration to any building or improvement constructed on a Lot by Mirvac's Builder nor permit others to do so, other than in accordance with building plans and specifications lodged (or required to be lodged) with the City of Mandurah by Mirvac or Mirvac's Builder nor permit others to do so;
- (h) paint, render or otherwise alter the external façade of any building or improvement on a Lot unless in accordance with the Specifications and the colours, finishes and materials used by Mirvac's Builder in constructing the building or improvement on the Lot, nor permit others to do so;
- (i) keep any caravan, boat, trailer, plant, machinery or truck on any part of a Lot nor permit others to do so, except where any such item is not reasonably visible from public areas;
- (j) place or maintain any clothes drying or airing facilities on any part of a Lot nor permit others to do so, except where any such item is not visible from public areas;
- (k) erect or affix any sign or notice to any part of a Lot nor permit others to do so, except where any such sign or notice is in keeping with the Specifications or is required by law;



- (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;
- (g) headings shall be ignored in construing this deed;
- (h) a reference to "Mirvac" means any of:
  - Mirvac Limited ABN 92 003 280 699
  - Mirvac(WA) Pty Ltd ABN 81 095 901.769
  - Mirvac Mandurah Pty Ltd ACN 102 396 350
  - Mirvac Homes Pty Ltd ABN 64 095 901 698
  - Mirvac Constructions (WA) Pty Ltd ABN 15 095 901 803
  - Mirvac Real Estate Pty Ltd ABN 65 003 342 452;or any of their related body corporate within the meaning of the Corporations act (Cth) 2001;
- (i) a reference to fencing includes attachments to fencing or any lot boundary treatment;
- (j) a reference to "Mirvac's Builder" means a builder appointed by Mirvac in respect of the works on the Lots; and
- (k) a reference to "erected" includes built or build.

---

## **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.

---

## **4 Specified Encumbrances**

The Restrictive Covenants are granted subject to the Specified Encumbrances.

# Seascapes Lot 9500 Stage 1, Mandurah

## Deed of Restrictive Covenant

Pursuant to Section 136D of the Transfer of Land Act 1893 (WA)

ABN 46 012 878 629

WESTERN AUSTRALIA STAMP DUTY

### This deed of restrictive covenant

is made on 23 April 2008

DEE 24/04/08 16:00 002847075-002

FEE \$ \*\*\*\*\*

SD \$ \*\*\*\*\* PEN \$\*\*\*\*\*.00

**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 Developer is subdividing the Land in accordance with Deposited Plan 58155 to create the Lots.
- C. In accordance with Section 136D of the Transfer of Land Act 1893 (WA), 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 of those certificates of title.

### The deed witnesses as follows

## 1 Definitions and interpretation

### 1.1 Definitions

In this deed the following words and expressions shall have the following meanings:

**Land** means Lot 9500 on Deposited Plan 48465, being the whole of the land contained in Certificate of Title Volume 2606 Folio 583.

**Lots** means Lots 2201 to 2232 (inclusive) and Lot 2258 on the Plan.

**Plan** means Deposited Plan 58155.

**Restrictive Covenants** means the restrictive covenants set out in Schedule 1 to this deed.

**Specifications** means the specifications contained in Schedule 2 to this deed.

**Specified Encumbrances** means Notification \_\_\_\_\_ created under section 165 of the *Planning and Development Act 2005*.

### 1.2 Interpretation

In this deed 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;