

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

M 30385 RC

22 Aug 2012 15:40:39 Perth

REG \$ 160.00



6 SEPT 2012

LODGED BY	Civic 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.	thb/102549 (DP 74699)
ISSUING BOX No.	196C

PREPARED BY	Civic Legal (THB/102549)
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.

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TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

S

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 (**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, 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 without the prior written consent of 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 without the prior written consent of the Developer's Agent, except for professional signage advertising the sale or lease of a fully completed dwelling constructed on the Lot;
- (vi) Not use the Lot or any dwelling constructed on the Lot for the purposes of a builders display home or display village without the prior written consent of the Developer's Agent.

CONSENT BY MORTGAGEE

We, **ANZ FIDUCIARY SERVICES PTY LTD** as the holder of registered mortgage K878184 over Lot 9047 on Deposited Plan 73190 being the whole of the land in Certificate of Title Volume 2795 Folio 505 hereby consents 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 Attorney pursuant to Power of Attorney No L366354 registered in the State of Western Australia:



Attorney Signature

ANTHONY HERDEN

Full Name of Attorney

MANAGER AGENCY SERVICES

Print Position of Attorney (eg. Associate Director, Transaction Management)

Witness Signature: 

Witness Full Name: **Anastasia Kalogiannis**

Witness Address: 1/20 MARTIN PLC SYDNEY

Witness Occupation: BANKER

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

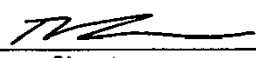
Each of the Lots is to be encumbered by the Restrictive Covenants. The burden of the Restrictive Covenants shall run with each of the Lots for the benefit of each and every other of the Lots and the Restrictive Covenants shall be enforceable against the registered proprietor of each of the Lots by the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

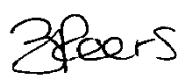
EXECUTED AS A DEED:

Executed for and on behalf of **TRUST COMPANY LTD ACN 004 027 749** by its duly appointed Attorney pursuant to Power of Attorney No L509062 registered in the State of Western Australia:



 Attorney Signature
 Trent Franklin
 Manager Property and Infrastructure Custody Services

 Attorney Print Name

Witness Signature: 
 Witness Print Name: **ZOE CLARE PEERS**
 Witness Address: **L15, 20 BOND ST
 SYDNEY**
 Witness Occupation: **CUSTODY ADMINISTRATOR**

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BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

Dated the 23rd day of August 2012 ✓BY: **THE 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 74699 (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;

Developer's Agent means Mirvac (WA) Pty Ltd of Level 3, 502 Hay Street, Subiaco, Western Australia;

Land means Lot 9047 on Deposited Plan 73190 being the whole of the land contained in Certificate of Title Volume 2795 Folio 505; ✓

Lots means each of the lots on the Plan excepting only lot 9048; ✱

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 Deposited Plan 73190;
- (b) K878184 - Mortgage to ANZ Fiduciary Services Pty Ltd;
- (c) Easement Burden created under section 167 P & D Act for Water Corporation for sewerage and water supply purposes. See Deposited Plan 73190 as created on Deposited Plan 69960; and
- (d) Easement Burden created under section 167 P & D Act for electricity purposes to Electricity Networks Corporation see Deposited Plan 73190 as created on Deposited Plan 69960.