

**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.

**N269391 RC**

08 Mar 2016 14:06:33 Perth



Lodged By **BORRELLO GRAHAM LAWYERS**

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JOONDALUP WA 6919**

Phone No. **9404 9100**

Fax No **9300 1338**

E-Mail **info@borrellograham.com.au**

Reference No. **MJB:15817**

Issuing Box No. **888V**

Prepared By **BORRELLO GRAHAM LAWYERS**

Address **PO BOX 304  
JOONDALUP WA 6919**

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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. <b>0</b>
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <b>m</b>

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.

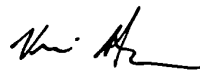
EXAMINED


NOT USED

Dated this 24th day of FEBRUARY 2016

EXECUTED as a DEED:

Signed by Vincenzo Roberto Petracca )  
being an employee of MIRVAC (WA) PTY LTD )  
(ACN 095 901 769) who holds the position of )  
SENIOR DEVELOPMENT MANAGER )  
as attorney for MIRVAC (WA) PTY LTD )  
(ACN 095 901 769) under Power of Attorney )  
No.N83947 in the presence of: )

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


  
\_\_\_\_\_  
Signature of Witness


ROMAN GARRY COLLERAN  
\_\_\_\_\_  
Full Name of Witness (please print)

18 BOURNVILLE STREET, FLOREAT  
\_\_\_\_\_  
Witness Address (please print)

ASSISTANT DEVELOPMENT MANAGER  
\_\_\_\_\_  
Witness Occupation (please print)

Signed by Stuart McRae )  
being an employee of MIRVAC (WA) PTY LTD )  
(ACN 095 901 769) who holds the position of )  
STATE FINANCE MANAGER )  
as attorney for MIRVAC (WA) PTY LTD )  
(ACN 095 901 769) under Power of Attorney )  
No.N83947 in the presence of: )

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

~~ROMAN~~   
\_\_\_\_\_  
Signature of Witness

ROMAN GARRY COLLERAN  
\_\_\_\_\_  
Full Name of Witness (please print)

18 BOURNVILLE STREET  
\_\_\_\_\_  
Witness Address (please print)

ASSISTANT DEVELOPMENT MANAGER  
\_\_\_\_\_  
Witness Occupation (please print)

**SCHEDULE  
RESTRICTIVE COVENANTS**

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

- (a) not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot Commercial Vehicles unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view;
- (b) not to permit the construction or erection of a 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 from immediately adjacent streets and parks;
- (c) 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 of the dwelling;
- (d) 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 the Developer's Agent;
- (e) 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 the Developer's Agent.
- (f) not to let the front landscaping fall into a state of disrepair or disorder;
- (g) not to use any of the following materials:
  - (i) gravel (including blue metal), limestone rubble, pea gravel, crushed brick, gravel limestone mixes; or
  - (ii) any similar loose aggregate,for any landscaping to any part of the Lot which is visible from the street; and
- (h) 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 or the Developer's Agent.

## 1.2 Interpretation

Unless the context otherwise requires, in this Deed:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons includes 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; and
- (f) an 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.

Headings shall be ignored in construing this Deed.

## 2. RESTRICTIVE COVENANTS

- (a) Each of the Lots is to be encumbered by the Restrictive Covenants.
- (b) Pursuant to s 136D of the Act and this Deed, the burden of the Restrictive Covenants shall run with each of the Lots for the benefit of every other Lot and the Restrictive Covenants shall be enforceable against the registered proprietor of each Lot by the Developer and every subsequent registered proprietor of a Lot.

## 3. TERM OF RESTRICTIVE COVENANTS

- (a) The Restrictive Covenants shall not operate at any time while the Developer is a lessee of the Lots, or any one of the Lots, or any part of either of them, but shall operate at all other times until they expire and cease to have effect under clause 3(b).
- (b) The Restrictive Covenants shall expire and cease to have effect on and from 31 December 2025.

## 4. AUTHORITY

The Developer authorises Borrello Graham Lawyers Pty Ltd (ACN 606 211 241) of Unit 1/9 Mercer Lane, Joondalup, Western Australia (**Borrello Graham Lawyers**), and any solicitor employed by Borrello Graham Lawyers, to comply with any requisitions issued by the Registrar of Titles, and, within this general authority, the Developer gives the power to Borrello Graham Lawyers and any solicitor employed by that company to make any minor alterations to this Deed which may be necessary to effect the registration of this Deed.

**BLANK INSTRUMENT FORM****S.136D Restrictive Covenants**

(Note 1)

BY

**Mirvac (WA) Pty Ltd (ACN 095 901 769)** formerly of Level 26, 60 Margaret Street, Sydney, New South Wales, and now of Level 3, 502 Hay Street, Subiaco, Western Australia, together with its successors in title to the Lots

(the "**Developer**")

**RECITALS**

- A The Developer is the registered proprietor of the Land.
- B The Land is free of all encumbrances.
- C The Developer intends to subdivide the Land in manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- D 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 certificate of title.
- E The Developer intends to sell the Lots and lease them back so that it may use them for the purposes of a temporary sales office and associated carpark.
- F For the reason expressed in recital E, this Deed provides that the Restrictive Covenants shall not operate during the term of any lease of the Lots, or any one of the Lots, or any part of either of them, that is granted to the Developer.

**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 (WA)*, as amended;

**Commercial Vehicles** means any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery;

**Commission** means the Western Australian Planning Commission;

**Developer's Agent** means Mirvac (WA) Pty Ltd (ACN 095 901 769) of Level 3, 502 Hay Street, Subiaco, Western Australia;

**Land** means lot 9003 on deposited plan 406742;

**Lots** means lots 25 and 26, both of which are identified on the Plan, and **Lot** has a corresponding meaning;

**Plan** means deposited plan 408540;

**Restrictive Covenants** means the restrictive covenants, the subject of this Deed, being more specifically the covenants referred in the Schedule; and

**Schedule** means the schedule to this Deed.