

**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.

**OFFICE USE ONLY**

**N866466 RC**

04 Apr 2018 14:30:49 Perth



Lodged By LSV BORRELLO LAWYERS

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Reference No. BC/17806 Stage 3A One71 Baldivis

Issuing Box No. 888V

Prepared By LSV BORRELLO LAWYERS

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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

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5. _____		
6. _____	Receiving Clerk	6 ✓

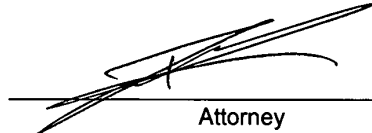
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.


EXAMINED

Dated this 23<sup>rd</sup> day of March 2018

EXECUTED as a DEED:

Signed by TONY ALEKSOYSKI,  
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. N704166 in the presence of:

  
\_\_\_\_\_  
Attorney

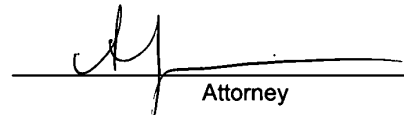
  
\_\_\_\_\_  
Signature of Witness

AMY LOUISE BRYCE  
\_\_\_\_\_  
Full Name of Witness (please print)

LEVEL 39, 100 ST GEORGES TERRACE PERTH  
\_\_\_\_\_  
Address of Witness (please print)

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

Signed by ANNA LEE FORRESTER,  
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. N704166 in the presence of:

  
\_\_\_\_\_  
Attorney

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

AMY LOUISE BRYCE  
\_\_\_\_\_  
Full Name of Witness (please print)

LEVEL 39, 100 ST GEORGES TERRACE PERTH  
\_\_\_\_\_  
Address of Witness (please print)


DEVELOPMENT MANAGER.  
\_\_\_\_\_  
Occupation of Witness (please print)


WATER CORPORATION'S CONSENT RE LOT 354

WATER CORPORATION consents to this Deed and to the restrictive covenants contained in this Deed.

Dated this this 29th day of MARCH 2018

**SIGNED** by **Steven Ellis** the **Manager, Property Management of Water Corporation (a Level 1 Attorney)** and by **Domenico Papalia** the **Lead, Property Acquisitions of Water Corporation (a Level 1 Attorney)** as the attorneys for Water Corporation who state that they have no notice of revocation of the **Power of Attorney No N704556 dated 22 August 2017** under which they sign in the presence of:

  
Witness

  
Attorney – Steven Ellis


LEZANNE COOK  
Name (please print)

Manager, Property Management of  
Water Corporation  
Designated Post

629 Newcastle Street, Leederville WA 6007

Address

PROPERTY MANAGEMENT OFFICER  
Occupation

  
Witness

  
Attorney – Domenico Papalia

LEZANNE COOK  
Name (please print)

Lead, Property Acquisitions of Water  
Corporation  
Designated Post

629 Newcastle Street, Leederville WA 6007

Address

PROPERTY MANAGEMENT OFFICER  
Occupation

**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 rumble, pea gravel, crushed brick or gravel limestone mixes; or
  - (ii) any similar loose aggregate,for any landscaping to any part of the Land 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.

- (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**

The Restrictive Covenants shall expire and cease to have effect from and including 31 December 2025.

**4. AUTHORITY**

The Developer authorises LSV Borrello Lawyers of Unit 1, 9 Mercer Lane, Joondalup, Western Australia and any legal practitioner employed by LSV Borrello Lawyers, to comply with any requisitions issued by the Registrar of Titles, and, within this general authority, the Developer gives the power to LSV Borrello Lawyers and any legal practitioner employed by that firm 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 Covenant**

(Note 1)

BY

**Mirvac (WA) Pty Ltd (ACN 095 901 769)** of Level 39, 108 St Georges Terrace PERTH WA 6000 formerly of Level 3, 502 Hay Street SUBIACO WA 6008 (the "**Developer**")

**RECITALS**

- A The Developer is the registered proprietor of the Land.
- B The Developer intends to subdivide the Land in manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- C 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.

**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 Vehicle** 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 Real Estate Pty Ltd (ACN 003 342 452) of Level 39, 108 St Georges Terrace, Perth, Western Australia;

**Land** means Lot 9005 on Deposited Plan 406743, being the whole of the land comprised in Certificate of Title Volume 2902 Folio 458 and Lot 9010 on Deposited Plan 39431, being the whole of the land comprised in Certificate of Title Volume 2926 Folio 196;

**Lots** means lots 307 to 309 (inclusive), 320 to 325 (inclusive), 354 to 359 (inclusive), 373 to 378 (inclusive), 391 to 399 (inclusive), 417 to 419 (inclusive), 422 to 425 (inclusive), 9011 and 9012, all of which are identified on the Plan, and **Lot** has a corresponding meaning;

**Plan** means Deposited Plan 413119;

**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.

**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;

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N866466] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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14/6/2018 14:00:31

Clause 1.1: The definition of 'Lots' is amended by deleting the text 9011 and 9012. See letter from lodging party dated 13 June 2018.

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14/6/2018 14:05:43

Registration date is amended to 11.6.2018 at 9.00 hours due to lot sync process. See letter from lodging party dated 4.4.2018 in Application N866465.