

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.

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27 Apr 2017 13:15:21 Perth



Lodged By BORRELLO GRAHAM LAWYERS

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Reference No. MLM:17082

Issuing Box No. 888V

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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.
3. _____	0
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5. _____	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

NOT USED

Dated this 19th day of April 2017

EXECUTED as a DEED:

Signed by Steven Kavalsky,
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.N367779 in the
presence of:



Signature of Witness

PRIYA CORREIA

Full Name of Witness (please print)

L 39, 108 ST GEORGES TCE, PERTH WA 6000

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.N367779 in the
presence of:



Signature of Witness

PRIYA CORREIA

Full Name of Witness (please print)

L 39, 108 ST GEORGES TCE, PERTH WA 6000

Address of Witness (please print)

DEVELOPMENT MANAGER

Occupation of Witness (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 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 Borrello Graham Legal 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 Covenant**

(Note 1)

BY

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

RECITALS

- A The Developer is the registered proprietor of the Land.
- B The Land is subject to the 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.

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;

Encumbrances means Easement Burden created under Section 167 P. & D. Act for sewerage purposes to Water Corporation – see Deposited Plan 406743 as created on Deposited Plan 406742; and Easement Burden created under Section 167 P. & D. Act for sewerage purposes to Water Corporation – see Deposited Plan 406743;

Land means Lot 9004 on Deposited Plan 406743, being the whole of the land comprised in Certificate of Title Volume 2902 Folio 457;

Lots means lots 166 to 169 (inclusive), and lots 180 to 182 (inclusive), and lots 348 to 352 (inclusive), all of which are identified on the Plan, and **Lot** has a corresponding meaning;

Plan means Deposited Plan 39431;

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;