

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..

(3)

EXAMINED

K468329 RC

DB Jan 2008 14:32:25 Perth



REG \$ 65.00

RESTRICTIVE COVENANT

LODGED BY

**COMPLEX LAND SOLUTIONS
SUITE 2, 39 INNOVATION CIRCUIT**

ADDRESS **WANGARA WA 6065**

PH: 9302 6999 FAX: 9302 2329

PHONE No.

FAX No.

REFERENCE No. **CLS 21833**

ISSUING BOX No. **888(v)**

PREPARED BY **COMPLEX LAND SOLUTIONS**

SUITE 2, 39 INNOVATION CIRCUIT

ADDRESS **WANGARA WA 6065**

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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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		Receiving Clerk ML

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.



MORTGAGEE'S CONSENT

BANK OF WESTERN AUSTRALIA LTD. (A.C.N. 050 494 454) of 108 St. George's Terrace, Perth being the Mortgagee under Mortgage J323304 **HEREBY CONSENTS** to this Restrictive Covenant.

DATED this 7 day of December 2007.

Signed by **BANK OF WESTERN AUSTRALIA LTD:**

executed by **BANK OF WESTERN AUSTRALIA** (A.C.N. 050 494 464) by its Attorney: **LYNN LIANG** by its Attorney:

is duly constituted Attorney under Power of Attorney No. H994310 and dated 22 January 2002 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

Fletcher Babbs
an Officer of the Bank

Lynn Liang
Lynn Liang
Associate Director
Property Finance Unit

EXECUTED as a Deed:

SIGNED by WATSON PROPERTY GROUP PINJARRA PTY. LTD.
(ACN 113 909 887) in accordance with section 127 of the Corporations Act:

Robert Peter Brown
Name of Director

[Signature]
Signature of Director

Michael Anthony Ougan
Name of Director/Secretary

[Signature]
Signature of Director/Secretary

SCHEDULE

ITEM 1: THE LAND

Lot 80 on Deposited Plan 223049 and being the whole of the land comprised in Certificate of Title Volume 2597 Folio 390; and

Portion of Lot 78 and portion of Lot 79 on Deposited Plan 223049 and being the whole of the land comprised in Certificate of Title Volume 2229 Folio 653.

ITEM 2: ENCUMBRANCES

As to all lots, save and except Lot ~~1000~~ and 3000: Mortgage J323304

ITEM 3: LAND BURDENED

Lots 900 to 932 inclusive and Lots 949 to 978 inclusive on Deposited Plan 56744 and being the whole of the land comprised in Certificates of Title Volume ~~2680~~ Folios ~~301 To 333 and 350 To 379~~.

ITEM 4: LAND BENEFITED

Lots 900 to 932 inclusive and Lots 949 to 978 inclusive on Deposited Plan 56744 and being the whole of the land comprised in Certificates of Title Volume ~~2680~~ Folios ~~301 To 333 and 350 To 379~~.

*(see for) D. Ginnane 11/1/08
Asst. Registrar of Titles*

- (m) A solar hot water heater, unless it is mounted on a roof plain that does not face a street, side street or public open space, fits the roof profile and is not elevated at an angle to the roof profile, and otherwise matches or complements the residence;
 - (n) A clothes line or rain water tank unless it is screened from public view and erected in accordance with the manufacturer's instructions.
- (2) That where retaining walls or fences have been erected on any of the boundaries of the Land Burdened by Watson, not to alter or remove any of the retaining walls or fences without prior written permission from Watson, not to allow or permit the retaining walls or fences to fall into a state of disrepair, and not to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences.
 - (3) Not at any time prior to completion of the construction of a residence on the Land Burdened to permit a "for sale" sign to be displayed whilst any lot on the Subdivision Plan owned by Watson remains unsold by Watson and not at any time display a "for lease/rent sign" without prior permission from Watson.
 - (4) Not to allow the accumulation of any matter or rubbish on the Land Burdened while any residence is under construction.

2. COVENANTS RUN WITH THE LAND

Watson intends that the restrictive covenant, created pursuant to section 136D of the *Transfer of Land Act 1893 (WA)* and set out above are to:

- (1) burden the Land Burdened and be enforceable against every subsequent registered proprietor of the Land Burdened and any part thereof; and
- (2) benefit the Land Benefited and be enforceable by every subsequent registered proprietor of the Land Benefited.

3. EXPIRY OF COVENANTS

The restrictive covenants created in this Deed shall operate and be enforceable until 31st December 2017 after which date this Deed will cease to have any further effect.

4. COSTS

Watson shall pay the costs of and incidental to the preparation, execution, stamping and registration of this Deed and all stamp duties and registration fees.

5. INTERPRETATION

Reference to the parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of this Deed.

- (b) Not to construct, erect or install or permit to be constructed, erected or installed on the Land Burdened a residence with a total floor area (inclusive of external walls but exclusive of garages, verandahs and other unenclosed areas) of less than 175 square metres.
- (c) A residence which does not contain an enclosed garage making provision for parking of at least two motor vehicles side by side;
- (d) A residence where the main roof has a pitch of less than 25 degrees;
- (e) A residence which has a section of flat roof unless the roof is shielded from view from any side or main street, laneway or public open space;
- (f) A garage, which, if not located under the main roof of the residence:
 - (i) is not made of the same materials as the residence; or
 - (ii) does not match or complement the residence, in respect of the pitch of the roof, materials used, the design and external appearance including colour and the quality of construction;
- (g) Any structure with walls and a roof exceeding 20 square metres which has a flat roof unless the structure is made of the same materials as the residence, the roof is shielded from front view by parapet walling and the structure otherwise matches or complements the residence in respect of materials used, the design and external appearance, including colour and the quality of construction;
- (h) Any shed or other outbuilding which has walls and/or a roof made of or coated with zincalume or other reflective material;
- (i) A residence, unless all side and rear boundary fencing, a sealed driveway and the crossover between the road and parking area on the Land Burdened are constructed and completed at the same time as, or prior to occupation of the residence;
- (j) Any fence:
 - (i) which extends forward of the building frontage set back line, other than a fence which consists of decorative masonry or masonry and wood or masonry and decorative metal railings substantially in the same materials and finishes as the dwelling and is at least nine hundred millimetres high.
 - (ii) which exceeds 1800 millimetres in height and is not constructed of masonry or colorbond metal with a "Grey Ridge" or similar colour metal sheeting and a "Tea Tree" or similar coloured top and bottom posts and side rails;
 - (iii) which consists of fibro cement sheeting or brushwood.
- (k) A residence unless the area between the front building line and the kerb is landscaped within four weeks of occupancy;
- (l) An air conditioner, evaporative cooler, or radio aerial or satellite dish unless:
 - (i) contained wholly within the residence; or
 - (ii) mounted on a roof that does not face a street, side street or public open space, and is installed below the ridgeline of the roof. Such items are not to be located on second story balconies.

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

THIS DEED is made the 7th day of December 2007.**BY:****WATSON PROPERTY GROUP PINJARRA PTY. LTD.** (ACN 113 909 887) of Unit 6/110
Erindale Road, Balcatta in the State of Western Australia ("Watson"), ABN 66 012 878 629WESTERN AUSTRALIA STAMP DUTY
DEE 11/12/07 14:39 002859744-002
FEE \$ *****0
SD \$ *****20.00 PEN \$*****.00**RECITALS:**

- A. Watson is the registered proprietor of an estate in fee simple in the land described in Item 1 of the Schedule hereto ("the Land"); such Land is subject to the encumbrances noted in Item 2 of the Schedule.
- B. Watson has made an application to subdivide the said Land and has lodged Deposited Plan 56744 ("Subdivisional Plan") with the Western Australian Land Information Authority ("Landgate").
- C. Pursuant to section 136D of the *Transfer of Land Act 1893 (WA)*, Watson wishes to create restrictive covenants on the "Land Burdened" described in Item 3 of the Schedule and the "Land Benefited" described in Item 4 of the Schedule which is created on the Subdivisional Plan.

OPERATIVE PART:**1. RESTRICTIVE COVENANTS:**

By this Deed, Watson for itself and its successors in title with the intention of binding so far as is possible the Land Burdened and the Land Benefited **HEREBY CREATES**, pursuant to section 136D of the *Transfer of Land Act 1893 (WA)*, the following restrictions and COVENANTS:

- (1) Not to construct, erect or install or permit to be constructed, erected or installed on the Land Burdened:
- (a) A residence or any alteration or addition to a residence:
- (i) using wall materials which are not either predominantly concrete, clay bricks, limestone or other similar material finished in facework or render;
- (ii) using roof materials which are not concrete or clay tiles, colorbond metal or metal which has been painted or otherwise coated with a non-reflective surface;
- (iii) using roof materials known as zincalume or other reflective material;

K468331 NO

08 Jan 2008 14:32:26 Perth



REG \$ 85.00

NOTIFICATION

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COMPLEX LAND SOLUTIONS
ADDRESS **SUITE 2, 39 INNOVATION CIRCUIT**
WANGARA WA 6065

PHONE **PH: 9302 6999** FAX: 9302 2329

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TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

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| 6. _____ | Receiving Clerk
<i>WA</i> |

ENDORISING INSTRUCTIONS

EXAMINED

Initials of
signing
officer



REGISTRAR OF TITLES



WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 125777

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
Lots 900 to 978 (inclusive) on Deposited Plan 56744 formerly part of the land comprised in Certificates of Title Volume 2597 Folio 390 and Volume 2229 Folio 653 and now being	Whole	2680	301 To 379

REGISTERED PROPRIETOR OF LAND

Watson Property Group Pinjarra Pty. Ltd. (A.C.N. 113 919 887) of Unit 6, 110 Erindale Road, Balcatta

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

The above lots are in close proximity to the mosquito breeding areas. The mosquito species is known to carry Ross River Virus and other diseases. This notification is being placed on the Certificates of Title for residential lots within three kilometres of wetland areas in the Region.

Dated this

27th

day of

September

2007

C. K. Bulstrode

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Cameron Bulstrode
Team Leader
Peel Region