

### 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

M599295 RC

04 Apr 2014 13:26:45 Perth



REG \$ 160.00

LODGED BY

Lavan Legal

ADDRESS

Level 19

1 William Street

PERTH WA 6000

PHONE No.

9288 6000

FAX No.

9288 6001

REFERENCE No.

4040 1491 1255 1141232, v.1

ISSUING BOX No.

99A- 999L

PREPARED BY

Lavan Legal

ADDRESS

Level 19

1 William Street

PERTH WA 6000

PHONE NO. 9288 6000 FAX NO. 9288 6001

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

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.



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**CONSENT OF MORTGAGEE**

Australia and New Zealand Banking Group Ltd as registered holder of Mortgage L725520 hereby consents to this deed and to the creation of the Restrictive Covenants described in this deed.

Executed for and on behalf of )  
 Australia and New Zealand )  
 Banking Group Limited )  
 ABN 11 005 357 522 under )  
 Power of Attorney dated )  
 29 April 2003 and registered in )  
 Western Australia 486779 PA )  
 Folio by Jeanie Wilson )  
 Who certifies he is a manager )  
 And that he has not received )  
 notice of revocation of that )  
 Power in the presence of )

[Signature]  
 Signature of Attorney

[Signature]  
 Signature of Witness

BARTINDER BRAR  
 Print name of Witness

15/25 ST GEORGES TCE NEDM WA  
 Address of Witness

BANK OFFICER  
 Occupation of Witness

Dated this

3rd

day of

April

2014

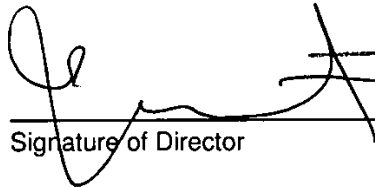
**EXECUTED as a Deed**

Executed as a Deed on behalf of

**Forrestdale Development Nominees No 1 Pty Ltd****ACN 117 030 663**

in accordance with section 127 of

the *Corporations Act 2001* (Cth) by:

  
 \_\_\_\_\_  
 Signature of Director

  
 \_\_\_\_\_  
 Signature of Director/Secretary

STEPHEN JOHN ROBERTSON

DAMIAN PHILIP GORDON

Print name of Director

Print name of \*Director/\*Secretary

\* delete that which does not apply

Occupation of Witness

(c) incorporate screen- planting elements.

2.2.21 Increase the finished level of the Lot as determined by the Seller's Project Manager by more than 400mm.

2.2.22 Install any TV antenna, radio antenna or satellite dish that is visible from the street.

2.2.23 Permit excessive weeds or rubbish to collect on the Lots prior to, during, and after construction commences. Excavation material, rubbish or builders waste must not be deposited on adjoining properties, nature strips or public areas during construction, but must be stored in a covered bin.

2.2.24 Permit building materials, temporary toilets or building equipment to be stored outside the Lot's boundary.

2.2.25 Permit builders or subcontractors to park on adjoining allotments, surrounding public areas, or nature strips.

2.3 The Restrictive Covenants only apply to the extent that they are not inconsistent with any applicable planning scheme or the requirements of any authority.

the provisions of the relevant town planning scheme and stored in the rear yard, on the driveway or on a dedicated hardstand that compliments the driveway and are maintained in a sound, tidy and roadworthy manner. All other trailers not used in the normal course of business must not be visible to the public.

- 2.2.12 Install any roof mounted solar hot water system that is not colour matched to the roof and mounted flush to the roof pitch in accordance with the Design Guidelines.
- 2.2.13 Install any air conditioning unit on the roof that is not colour matched to the roof, or is visible to the street or above the ridge line of the roof, in accordance with the Design Guidelines.
- 2.2.14 Construct or permit to be constructed any fence on the Lots forward of the building frontage set- back line, unless approved by the Seller's Project Manager.
- 2.2.15 Construct, bring on to or use an incinerator on the Lots.
- 2.2.16 In respect of any wall or fence constructed on or between the boundary of the Lots and any adjacent road reserve where such wall forms part of a wall constructed to define the approximate boundaries of the land comprised in the plan and in relation to that part of the wall which abuts the Lots:
  - (a) do or permit any act or thing which does or is likely to cause any removal, alteration, marking or defacement of such wall or fence;
  - (b) permit such wall or fence to fall into disrepair or to become unsafe and, without limiting the foregoing, not to permit any tree or plant or any building or other thing to cause that wall to be or become structurally unsound; or
  - (c) permit such wall or fence to be repaired or renewed unless the repair or renewal is made of the same material and is in the same style and colour which such wall or fence was originally constructed.
- 2.2.17 Permit boundary fencing to exceed 1.8m in height above the ground level.
- 2.2.18 Alter, or permit to be altered, the level of the surface of the Lots within 3 metres of any retaining wall or fence located on or within the boundaries of the Lots.
- 2.2.19 Permit any side boundary fence to extend forward of the building line to the front elevation. Where a parapet wall is incorporated, no fencing will extend forward of the parapet wall.
- 2.2.20 Permit front fencing to dominate the streetscape. If used, it must be limited to:
  - (a) 1.0 metre in height, maintaining the surveillance of the street from the Residence;
  - (b) integrate and complement the design of the Residence; or

cross- over and driveway, not wider than 6 metres, constructed of brick paving or concrete finished in a decorative manner (eg stencilled, exposed aggregate, terrazzo or limecrete) with natural concrete only permitted in between the road kerb and any existing footpath;

(h) prior to, or on completion of, construction of the Residence a clearly numbered brick or masonry letterbox finished to match or compliment the Residence;

(i) a minimum internal floor area of:

- 155m<sup>2</sup> for any lot up to 400m<sup>2</sup> in area;
- 165m<sup>2</sup> for any lot ranging from 401m<sup>2</sup> to 500m<sup>2</sup>;
- 175m<sup>2</sup> for any lot ranging from 501m<sup>2</sup> to 600m<sup>2</sup>; and
- 180m<sup>2</sup> for any lot greater than 601m<sup>2</sup>.

A credit towards the internal floor area will be given for the Alfresco areas (full size to be credited) that are incorporated under the main roof and where the roof pitch requirement is maintained; and

(j) in all other respects, complied with the Design Guidelines.

2.2.5 Construct, or permit to be constructed, or bring on to the Lots any outbuilding that is visible from the street or neighbouring property (including any detached garage, workshop, garden shed, storage shed, gazebo, pergola, patio or the like) unless constructed in materials that match, compliment or are consistent with colours of the Residence.

2.2.6 Subject to clause 2.2.5, construct any garden shed on the Lots with an area greater than 6m<sup>2</sup>, and with a height exceeding 2.4m and a width or depth exceeding 3m.

2.2.7 Permit any rubbish disposal containers (bins) on the Lots to be visible from any public street or thoroughfare except on days allocated by the local authority for rubbish collection from the Lots, or submit building plans that do not identify two bin storage locations screened from public view.

2.2.8 Park commercial vehicles including trucks, buses or tractors on the Lots greater than 3 tonnes or longer than 4 metres, unless within a garage or when used during the normal course of business by a visiting tradesman.

2.2.9 Permit garden areas on the Lots and within public view to remain unlandscaped after 3 months of occupation of the Residence. This includes any areas of verge or road reserve immediately abutting the Lot.

2.2.10 Carry out or permit to be carried out on the Lots any repairs or restorations of any motor vehicle, boat or trailer or other vehicle or any aircraft unless screened from public view at all times.

2.2.11 Store boats, caravans or camper trailers on the Lots unless in accordance with

- 2.2.3 Construct, erect or install, or permit to be constructed, erected or installed on the Lots a Residence:
- (a) without drawings and specifications (including a schedule of external finishes) being first submitted to the Seller's Project Manager for its formal approval;
  - (b) which does not comply with the Design Guidelines;
  - (c) which does not comply with any condition imposed by the Seller; or
  - (d) that is not in accordance with clause 2.2.4 of this document.
- 2.2.4 Construct, or permit to be constructed, on the Lots any Residence other than a house having:
- (a) had the Residence's design assessed by an appropriately accredited energy efficiency assessor, or assessment process in accordance with the Design Guidelines;
  - (b) all structural walls predominately constructed of brick, masonry or rendered finish or as otherwise approved by the Seller's Project Manager in accordance with the Design Guidelines;
  - (c) roofs covered either with:
    - (i) clay or concrete tiles; or
    - (ii) metal sheeting having its exterior surface painted or otherwise coated, sealed or treated so as not to have highly light-reflective qualities, unless screened from public view as incorporated within the Design Guidelines;
  - (d) a double garage (suitable to fully contain two standard family sedans with garage door closed), that forms part of the main Residence that is fitted with a panel lift door of a timber or colourbond steel finish or, where separate, materials and design consistent with the main home;
  - (e) a traditional roof that is pitched at an angle of not less than 24 degrees 38 minutes and not exceeding 45 degrees, except verandahs, canopies and pergolas which may have a shallower pitch. Where alternative roof profiles such as flat, concealed, skillion, cantilevered or curved roof pitches are proposed, coloured elevation plans are to be submitted to the Seller's Project Manager for consideration, who may approve, reject or amend the plans at its absolute discretion;
  - (f) been designed to address the street or public open space by way of design, fenestration and main entrance and in relation to a Residence constructed on a corner Lot, been designed to address both street frontages;
  - (g) prior to, or on completion of, construction of the Residence a double



**Specified Encumbrances** means:

- (a) Easement L990911;
- (b) Easement for drainage purposes in favour of the City of Armadale pursuant to section 167 of the *Planning and Development Act* (WA) as created on Deposited Plan 75730; and
- (c) Easement for electricity purposes in favour of the Electricity Networks Corporation pursuant to section 167 of the *Planning and Development Act* (WA) as created on Deposited Plan 77245.

**WAPC** means the Western Australian Planning Commission.

**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) 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;
- (g) the schedules and annexures form part of this document.

**1.3 Headings**

Headings shall be ignored in construing this document.

**2 RESTRICTIVE COVENANTS**

**2.1 Burden and benefit**

The burden of the Restrictive Covenants shall run with each of the Lots for the benefit each of the other Lots. The Restrictive Covenants shall be enforceable against the registered proprietor of a Lot by Forrestdale and every subsequent registered proprietor of each other Lot.

**2.2 Restrictive Covenants**

The registered proprietors for the time being of all of the Lots must not do any of the following:

- 2.2.1 Develop the land (including construct the Residence) otherwise than in accordance with the Design Guidelines, unless approved otherwise by the local authority and the Seller's Project Manager.
- 2.2.2 Construct, erect or install, or permit to be constructed, erected or installed on the Lots a Residence that does not comply with the Residential Design Codes of Western Australia.

FORM B2

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

## BLANK INSTRUMENT FORM

### RESTRICTIVE COVENANT

under Section 136D of the TLA

(Note 1)

#### BY

**Forrestdale Development Nominees No. 1 Pty Ltd** (ACN 117 030 663) of 19 Hardy Street, South Perth, Western Australia (**Forrestdale**).

#### RECITALS

- A Forrestdale is the registered proprietor of the Land.
- B The Land is subject to the Specified Encumbrances but is otherwise free of all encumbrances.
- C Forrestdale intends to subdivide the Land in the manner shown on the Plan and has obtained the approval of the WAPC for the subdivision.
- D In accordance with section 136D of the Act, Forrestdale requires the Lots to be encumbered by the Restrictive Covenants so that the Restrictive Covenants will be noted on the Plan and when the 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 document:

**Act** means the *Transfer of Land Act 1893* as amended.

**Design Guidelines** means the Aspiro- Piara Waters Residential Design Guidelines.

**Land** means Part Lot 9006 on Deposited Plan 77245 being the whole of the land in certificate of title Volume 2828 Folio 179.

**Lots** means Lots 208 - 216, 220 - 243, 264, 291 - 294 and 431 - 435 on the Plan. ✓

**Plan** means Deposited Plan 401232.

**Residence** means a permanent non-transportable dwelling.

**Restrictive Covenants** means each of the restrictive covenants set out in this document.

**Seller's Project Manager** means PRM Property Group Pty Ltd (ACN 117 018 027), PO Box 495, South Perth, WA 6951