

INSTRUCTIONS

1. This form may only be used 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

OFFICE USE ONLY

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12 Mar 2013 16:05:20 Perth

15 APR 2013



REG \$ 160.00



LODGED BY

ADDRESS

PHONE No. JACKSON McDONALD SERVICES PTY LTD
 LEVEL 25, 140 ST GEORGES TERRACE
 PERTH WA 6000 Ph 9426 6611
 FAX No. DLI Box 152Y Fax 9481 8649

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace
 PERTH WA 6000
 Ref: MYS:SQM:7146712
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 Corimbia DP 75552
 Stage 11

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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.



LS 75552




EXECUTED BY THE REGISTERED PROPRIETOR AS A DEED

SIGNED by)
GRAHAM JOHN ALEXANDER McARTHUR)
as Attorney for)
STOCKLAND WA DEVELOPMENT PTY LTD)
ACN 000 097 825)
under Power of Attorney No. L142355)
in the presence of:)



Attorney Signature

Witness Signature: 

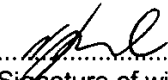
Witness Name: PETER TOBIC

Witness Address: 11, 2 VICTORIA AVE, PERTH WA 6000

Witness Occupation: DEVELOPMENT MANAGER

EMILY DEAN -
LEASING MANAGER


SIGNED by #ATTORNEY FULL)
NAME/POSITION# of TELSTRA)
CORPORATION LIMITED as attorney)
for TELSTRA CORPORATION LIMITED)
under power of attorney registered)
no. J289811 in the presence of:)


.....
Signature of witness)

NORM SMITH
.....
Full Name of witness (block letters))

LEASING MANAGER
.....
Occupation of witness)

242 EXHIBITION ST MELBOURNE
.....
Address of witness)


.....
EMILY DEAN -
LEASING MANAGER

By executing this agreement the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

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SCHEDULE

1. **Subdivision Land**

Lot 9005 on Deposited Plan 76013 the whole of the land in Certificate of Title Volume 2805 Folio 465.

2. **Burdened Lots**

Lots 735-737, 761-767, 769-771, 784-794, 800-806, 809-817 and 831-836 on Deposited Plan 75552.

3. **Benefited Lots**

Lot 1 on Diagram 34033 the whole of the land in Certificate of Title Volume 1733 Folio 40 ("Special Benefited Lot").

AND

Lots 735-737, 761-767, 769-771, 784-794, 800-806, 809-817 and 831-836 on Deposited Plan 75552.

4. **Encumbrances**

Lots 735-737, 761-767, 769-771, 784-794, 800-806, 809-817 and 831-836 on Deposited Plan 75552:

- Contaminated Sites Act Memorial – L972586
- Contaminated Sites Act Memorial – M137819

4. **Separate and Distinct**

4.1 Each Restrictive Covenant is a separate and distinct Restrictive Covenant.

4.2 If any Restrictive Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected and each remaining Restrictive Covenant will be valid and enforceable to the fullest extent permitted by law.

- (l) the Residence does not have a garage, which:
 - (i) is sufficient for at least 2 motor vehicles side by side if the land is wider than 13 metres; or
 - (ii) has a roof and design features consistent with the form and materials of the Residence;
 - (m) the Residence has a garage:
 - (i) which protrudes more than 1.0 metre forward of the Main Building Line or, for lots other than Laneway access lots), 2.0 metres forward of the Main Building Line where the Residence has an entry feature that projects 1.0 metre forward of the Main Building Line (excluding Laneway access lots); or
 - (ii) which does not have a garage door prior to occupation;
 - (n) the garage has a permanent opening on:
 - (i) the eastern side; or
 - (ii) on more than one side;
 - (o) the driveway or crossover:
 - (i) is not completed before occupation of the Residence;
 - (ii) is Constructed from plain grey concrete; and
 - (iii) cuts through a public footpath;
 - (p) any roof mounted items are visible from the street or public space, including but not limited to satellite dishes, TV aerials, external hot water services, water tanks, air conditioning units and heating units unless they are located in such a way to minimise their impact on the visual quality and amenity of the area or unless the roof mounted item is a solar panel or solar collector for hot water units and that panel or collector is oriented to maximise its effectiveness;
 - (q) any ground mounted services including but not limited to heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from the public domain, except, in the case of rubbish bins, on local authority collection days;
 - (r) any shed or outbuilding Constructed on the Land:
 - (i) is higher than 2.7 metres;
 - (ii) has a roof pitch of less than 10° except if the shed or outbuilding is less than 3 metres by 3 metres in dimension; and
 - (iii) is not within the Main Building Line or Secondary Street Building Line, except where the shed or outbuilding is not visible from any street or other public space; or
 - (s) it houses antennae connected to equipment that has transmit capabilities without the written consent of the owner of the Special Benefited Lot.
- 3.2 It will not alter, remove or allow to fall into disrepair any fence, retaining wall or entry statement installed by the Registered Proprietor on the Land.
- 3.3 It will not Construct any retaining wall visible from the street or other public space:
- (a) unless of materials matching the materials used on the retaining walls installed by the Registered Proprietor;
 - (b) containing pre-cast concrete panels "panel and post"; and
 - (c) containing a post retaining wall.
- 3.4 The Land must not be used for a purpose other than domestic residential dwellings (which may include a home office but no other occupation carried on within the dwellings or on land around the dwellings).

- (f) the Residence directly abuts a Public Reserve and if vehicle access is via a:
- (i) Laneway and the Public Reserve elevation is not the primary Façade; or
 - (ii) Mews or street:
 - A. the mews or street elevation is not the primary Façade; or
 - B. the elevation abutting the Public Reserve:
 - 1. does not have an Articulated Façade mirrored in the roof design; or
 - 2. does not include at least one Architectural Feature visible from the Public Reserve;
- (g) the Land is a Corner Lot and:
- (i) the Residence:
 - A. does not address both streets through its design by extending the Primary Street elevation features, colours, materials and Architectural Features, onto the Secondary Street elevation forward of a Return Fence; or
 - B. has an exposed Secondary Street Façade which does not incorporate a window from a Habitable Room with a clear view of the Secondary Street (excluding highlight windows); or
 - (ii) the fencing adjacent to the Secondary Street is:
 - A. more than 1.8 metres high;
 - B. not Constructed of Colorbond colour Grey Ridge (unless otherwise approved by the Registered Proprietor); or
 - C. not set back 4.0 metres or more from the corner truncation;
- (h) the roof to the Residence does not have:
- (i) a minimum pitch of 24° and a maximum pitch of 30° for hipped and gabled roofs PROVIDED this restriction does not apply for ancillary roofs such as Verandas or awnings for which a lower degree of pitch may be used;
 - (ii) a minimum pitch of 10° and a maximum pitch of 15° for skillion roofs; or
 - (iii) eaves or window overhangs to a minimum dimension of 400 millimetres on the primary and secondary elevations except secondary elevations facing south;
- (i) the rear fencing on the Land is:
- (i) more than 1.8 metres high; and
 - (ii) not Constructed of Colorbond colour Grey Ridge;
- (j) the side boundary fencing (excluding fencing adjacent to a street) on the Land:
- (i) is more than 1.8 metres high;
 - (ii) is not Constructed of Colorbond colour Grey Ridge; and
 - (iii) returns to the house less than 1.0 metre behind the front façade;
- (k) the front fencing on the Land is:
- (i) more than 1.8 metres high;
 - (ii) less than 50% transparent above 1.2 metres high; and
 - (iii) not Constructed in materials and colours consistent or complementary with the external wall finishes of the primary street elevation of the Residence;

2.22 "Secondary Street Building Line" means:

- (a) the line of the front face of the bricks of the side wall of the Residence facing the secondary street; or
- (b) any other secondary street building line that the Registered Proprietor in its absolute discretion determines.

2.23 "Special Benefited Lot" has the meaning set out in clause 1.3.

2.24 "Verandah" means a shading structure which has its own separate roof and must be supported by posts, pillars or piers.

2.25 "Window Hood" means a structure which is attached to the building and is designed to provide shading to windows.

2.26 "Window Overhang" means a structure built into the Residence that shades windows as a substitute to eaves.

3. Restrictive Covenants

The owner, from time to time, of the Land covenants with the registered proprietor of the Benefitted Lots as follows:

3.1 It will not Construct a Residence if:

(a) the Primary Street elevation:

(i) does not have:

- A. an Articulated Façade;
- B. a Façade with at least one step in the floor plan mirrored in the roof design of a minimum of 600mm excluding the garage; or
- C. a minimum of two Architectural Features;

(ii) has bright or primary colours used as the dominant colour; or

(iii) has a parapet wall:

- A. with gutters that are not concealed; or
- B. that extends forward of the Main Building Line (excluding garages on the boundary);

(b) the Land is less than 13m wide, and:

(i) the Primary Street Façade does not have at least one window of a Habitable Room overlooking the street or Public Reserve;

(ii) the Residence has a double garage (excluding Laneway access homes) and does not have an entry feature or room located forward of the garage; or

(iii) more than two of the adjacent residences have been or are being Constructed by the registered proprietor and the Residence does not have an identifiably different Façade, excluding complementary materials and colour palettes;

(c) the external walls are Constructed of any material other than double brick PROVIDED this restriction does not apply to:

(i) garages (for which single brick may be used); or

(ii) domestic sheds (for which materials other than brick may be used); or

(iii) where overlapping sisalation is installed between the outer wall and abutting inner wall on the eastern side of the Residence in accordance with law;

(d) where practicable, windows are located on the eastern side of the Residence;

(e) where practicable, kitchens are located on the northern, southern or eastern side of the Residence;

- (g) a Window Hood;
 - (h) elevated eaves height with a feature recess or similar detail to the forward/projected part of the roof with an attached, projected feature wall or similar; and
 - (i) secondary colour or material eg: contrasting render, brick, weatherboard, stone (minimum 20% of the elevation).
- 2.2 "Articulated Façade" means variations to the elevation through projections and indentations in the floor plan resulting in the creation of shadows and depth to add visual interest.
- 2.3 "Carport" means an open, self supporting structure or a structure under the main roof of the Residence supported by posts, pillars or piers.
- 2.4 "Constructed" means:
- (a) constructed, erected, installed or carried out; and
 - (b) permitted to be constructed, erected, installed or carried out;
- on the Land.
- 2.5 "Corner Lot" means a lot located at the junction of 2 streets, a street and mews or at the junction of a street and public reserve.
- 2.6 "Façade" means the face of the Residence especially the primary or front elevation showing its most prominent Architectural Features.
- 2.7 "Gable" means a triangular top section of a wall on a building with a pitched roof.
- 2.8 "Gambrel" means a triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.
- 2.9 "Habitable Room" includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.
- 2.10 "Land" means the land specified in the Certificate of Title to each individual Burdened Lot.
- 2.11 "Laneway" means a narrow local street without a verge which is located along the rear or side boundary of a lot.
- 2.12 "Limited Covenant" has the meaning set out in clause 3.1(s).
- 2.13 "Main Building Line" means:
- (a) the line of the front face of the bricks of the front wall of the Residence; or
 - (b) where the line of the front face of the bricks of any residence on a lot adjoining the Land is Constructed behind the main building line of the Residence, then the main building line of the Residence is the same as that building line of the residence on the lot adjoining the Land.
- 2.14 "Mews" means a narrow local street without a verge located along the front boundary of a lot.
- 2.15 "Portico" means an entry feature with a separate roof and supported by posts, pillars or piers.
- 2.16 "Primary Street" means the road where the front elevation of the Residence will be situated according to the relevant Detailed Area Plan (if any) which includes the main entry to the Residence.
- 2.17 "Projecting Blade Wall" means a wall which projects forward of adjacent walls, is perpendicular to the Façade and usually extends past the gutter line.
- 2.18 "Public Reserve" means any parkland, bushland or wetland designated as public open space within the residential community of which the Subdivision Land forms part.
- 2.19 "Registered Proprietor" means, as the case requires, the respective registered proprietor of the Subdivision Land identified in Item 1 of the Schedule.
- 2.20 "Residence" means the residence or residences to be Constructed on the Land.
- 2.21 "Return Fence" means a fence that extends from the Secondary Street fencing to the side of the Residence.

BLANK INSTRUMENT FORM**DEED OF RESTRICTIVE COVENANT
SECTION 136D**

(Note 1)

THIS DEED is made the 4th day of MARCH 2013.

BY:

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of Suite 1, Ground Floor, 2 Victoria Avenue, Perth ("Registered Proprietor")

BACKGROUND:

1. The Registered Proprietor is the registered proprietor in fee simple of the land described in item 1 of the Schedule ("Subdivision Land").
2. The Registered Proprietor intends to subdivide part of the Subdivision Land into the lots shown on Deposited Plan 75552 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Registered Proprietor requires each of the lots described in item 2 of the Schedule ("Burdened Lots") to be encumbered with the restrictive covenants set out in this Deed ("Restrictive Covenants") so that the Restrictive Covenants will be noted on the Plan, and, when separate Certificates of Title issue for each Burdened Lot, the burden of the Restrictive Covenants together with the encumbrances set out in item 4 of the Schedule, will be noted on each Certificate of Title for each Burdened Lot.

OPERATIVE PART:**1. Certificate of Title**

- 1.1 Each Certificate of Title which issues for a Burdened Lot shall be encumbered by the Restrictive Covenants.
- 1.2 The Restrictive Covenants, except for the Restrictive Covenant in clause 3.1(s) ("Limited Covenant"), on each Burdened Lot are for the benefit of those lots on the Plan as described in item 3 of the Schedule ("Benefited Lots").
- 1.3 The Limited Covenant is for the benefit of only the Benefited Lot known as Lot 1 on Diagram 34033 the whole of the land in Certificate of Title Volume 1733 Folio 40 ("Special Benefited Lot").
- 1.4 The Special Benefited Lot does not benefit from the Restrictive Covenants except for the Restrictive Covenants in clauses 3.1(c), 3.1(d) & 3.1(e), 3.1(h), 3.1(n), 3.1(r), 3.1(s) and 3.4.
- 1.5 The Restrictive Covenants will bind the successors in title and the registered proprietors from time to time of each Burdened Lot and the Restrictive Covenants will benefit the successors in title and the registered proprietors from time to time of each Benefited Lot.

2. Definitions for Restrictive Covenants

For the purposes of the Restrictive Covenants:

2.1 "Architectural Feature" includes:

- (a) a Verandah with a length of at least 30% of the length of the Primary Street elevation of the Residence, excluding the garage or Carport, and with a depth of at least 1.5m;
- (b) an entry feature such as a Portico, masonry gateway wall or entry pergola;
- (c) a balcony;
- (d) a Projecting Blade Wall in a feature colour/material (minimum 500mm in width projecting at least 300mm above the eaves);
- (e) a built in planter box that is at least 1 metre long;
- (f) a roof feature such as a Gambrel or end Gable;