

contract for sale of land or strata title by offer and acceptance



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
 Address
 Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
 Suburb State Postcode
Name
Address
 Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
 Address
 Suburb State Postcode
 Lot Deposited/~~Survey~~/Strata/Diagram/Plan Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
 MORTGAGE BROKER (NB. If blank, can be any)
 LATEST TIME: 4pm on:
 AMOUNT OF LOAN:
 SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
- (b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

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SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature		Date	
Signature		Date	

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name	Masuma Lateef		
Address	7 Anca Way		
Suburb	Harrisdale	State	WA
		Postcode	6112
Name	Abdul Ghafoor Lateef		
Address	7 Anca Way		
Suburb	Harrisdale	State	WA
		Postcode	6112

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature		Date	
Signature		Date	

<p>RECEIPT OF DOCUMENTS</p> <p>The Buyer acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance Strata disclosure & attachments (if strata) 2022 General Conditions Certificate of Title Annexure of changes to General Conditions (form 198) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Signature				<p>RECEIPT OF DOCUMENTS</p> <p>The Seller acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance 2022 General Conditions Annexure of changes to General Conditions (form 198) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Signature			
Signature									
Signature									

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

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04/22

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of "Duplicate Certificate of Title"	Delete the definition of "Duplicate Certificate of Title".

Buyer

Signature 

Name Masuma Lateef

Date _____

Signature 

Name Abdul Ghafoor Lateef

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

7 Anca Way, Harrisdale WA 6112

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
 (a*) / / **OR** (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder Consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

7 Anca Way, Harrisdale WA 6112

- The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

- The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
- If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
- If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
- If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
- The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
- If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
- If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
 - At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
- In this Annexure:
 - "Activity" means evidence of the presence of current Timber Pests.
 - "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
 - "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - "Damage" means evidence of damage caused by Timber Pests to the Building.
 - "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
 - "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - "Repair" means the Work necessary to repair any Damage.
 - "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
 - "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2625 866

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 262 ON DEPOSITED PLAN 50041

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

ABDUL GHAFOOR LATEEF
MASUMA LATEEF
BOTH OF 7 ANCA WAY, HARRISDALE
AS JOINT TENANTS

(T M370649) REGISTERED 13/8/2013

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR WATER, SEWERAGE OR DRAINAGE PURPOSES TO WATER CORPORATION SEE DEPOSITED PLAN 50041.
2. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR GAS PURPOSES TO ALINTAGAS NETWORKS PTY LTD SEE DEPOSITED PLAN 50041.
3. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 50041 AND INSTRUMENT J773594.
4. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 50041 AND INSTRUMENT J773595.
5. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 50041 AND INSTRUMENT J773596.
6. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 50041 AND INSTRUMENT J773597.
7. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 50041 AND INSTRUMENT J773595.
8. M370650 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 13/8/2013.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP50041
PREVIOUS TITLE: 1495-236
PROPERTY STREET ADDRESS: 7 ANCA WAY, HARRISDALE.

END OF PAGE 1 - CONTINUED OVER

RECORD OF CERTIFICATE OF TITLE

REGISTER NUMBER: 262/DP50041

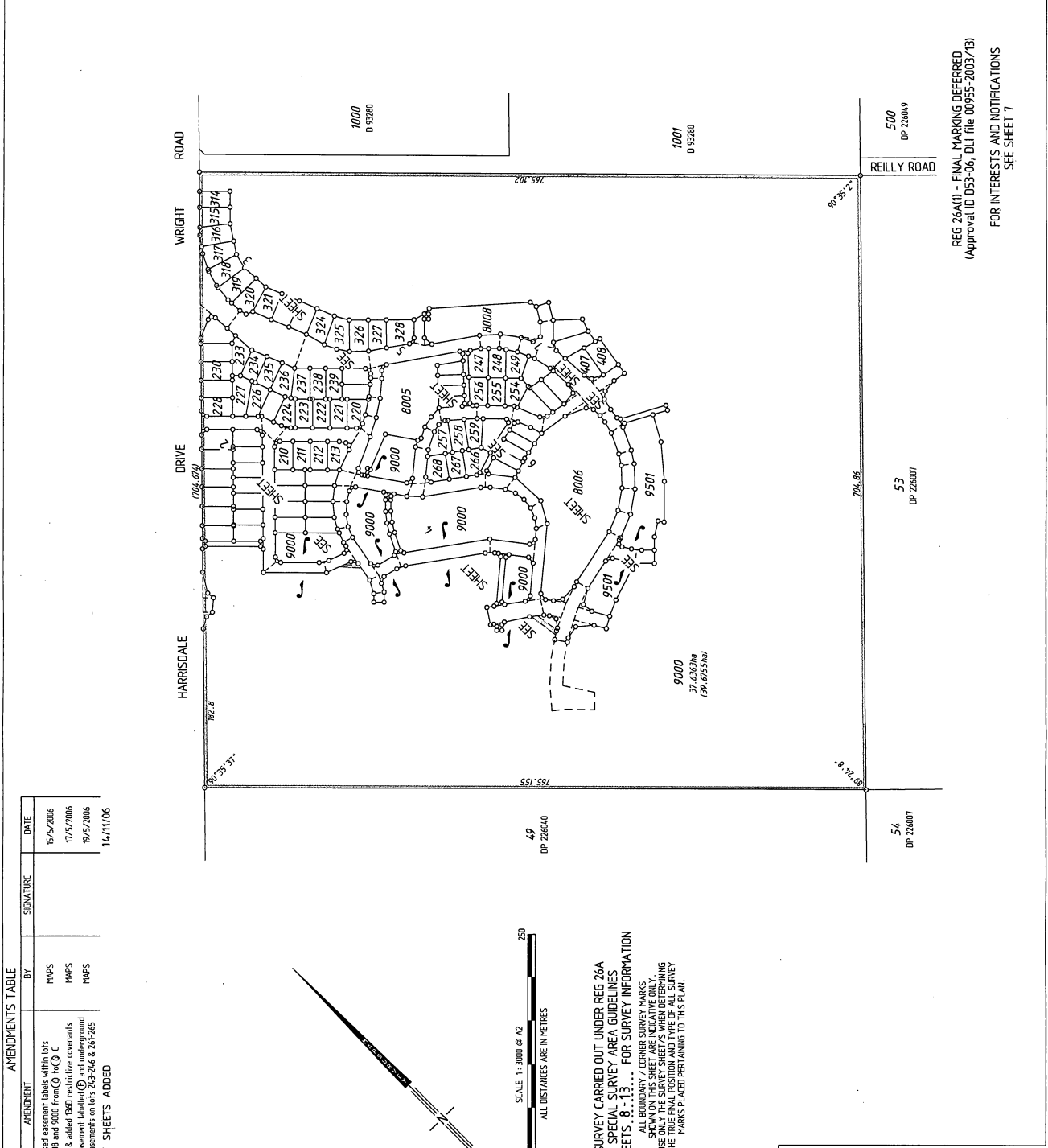
VOLUME/FOLIO: 2625-866

PAGE 2

LOCAL GOVERNMENT AUTHORITY:

CITY OF ARMADALE

TYPE	FREEHOLD
PURPOSE	SUBDIVISION
PLAN OF	
LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408, 8005, 8006, 8008, 9000, 9501, ROADS, ROAD WIDENING, EASEMENTS AND RESTRICTIVE COVENANTS	
DISTRICT	JANDAKOT A.A. (CANNING)
TOWNSITE	
S.S.A.	YES
DOLA FILE	FORMER TENURE
LOCALITY	LOT 50 ON DP 226049
CITY OF ARRADALE	FORRESTDALE
FIELD BOOK	C.T. 4957256
INDEX	ON
SEE SHARP PLAN	9/28/6
SURVEYOR'S CERTIFICATE - Reg 54 I, Neil THOMPSON hereby certify that this plan is accurate and is a correct representation of the "as surveyed" area and that the boundaries of the lots, roads, easements, and other matters shown thereon are in accordance with the facts ascertained by me in the field in relation to which it is lodged. William N. THOMPSON 2006 05 09 19:58:47 +0800 Licensed Surveyor	
McMULLEN SURVEYORS PO Box 117, South Perth WA 6151 Tel: (08) 9447 6666 Fax: (08) 9447 6663 Email: info@mcmlen.com.au	
SCALE:	1: 3000 at A2
MAPS Ref:	93613-40
Stage 1A -	UP9004.1C30
LOADED	TYPE OF VALIDATION
DATE: 11-May-06	FILE NO:
RE FWD: \$4642.00	U.S.A.:
ASSIGN NO: 870504	U.S.C.:
	P.C.C.:
	F.S.C.:
	S.80-2006:
APPROVED BY William N. Thompson FILE 127155 WESTERN AUSTRALIAN PLANNING COMMISSION DATE 2/6/06 (Signature stamp: 26/05/06 19:58:47 +0800)	
SUBJECT TO IN ORDER FOR DEALINGS	
APPROVED B.G. Banton 2.6.2006 FOR INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER REG26A (1) (4) DATE 6.06.06	
DEPARTMENT OF LAND INFORMATION DEPARTMENT OF LAND INFORMATION	
DEPOSITED PLAN 50041 ORIGINAL	
SHEET	1 OF 13 SHEETS
EDITION	1 VERSION 4-5

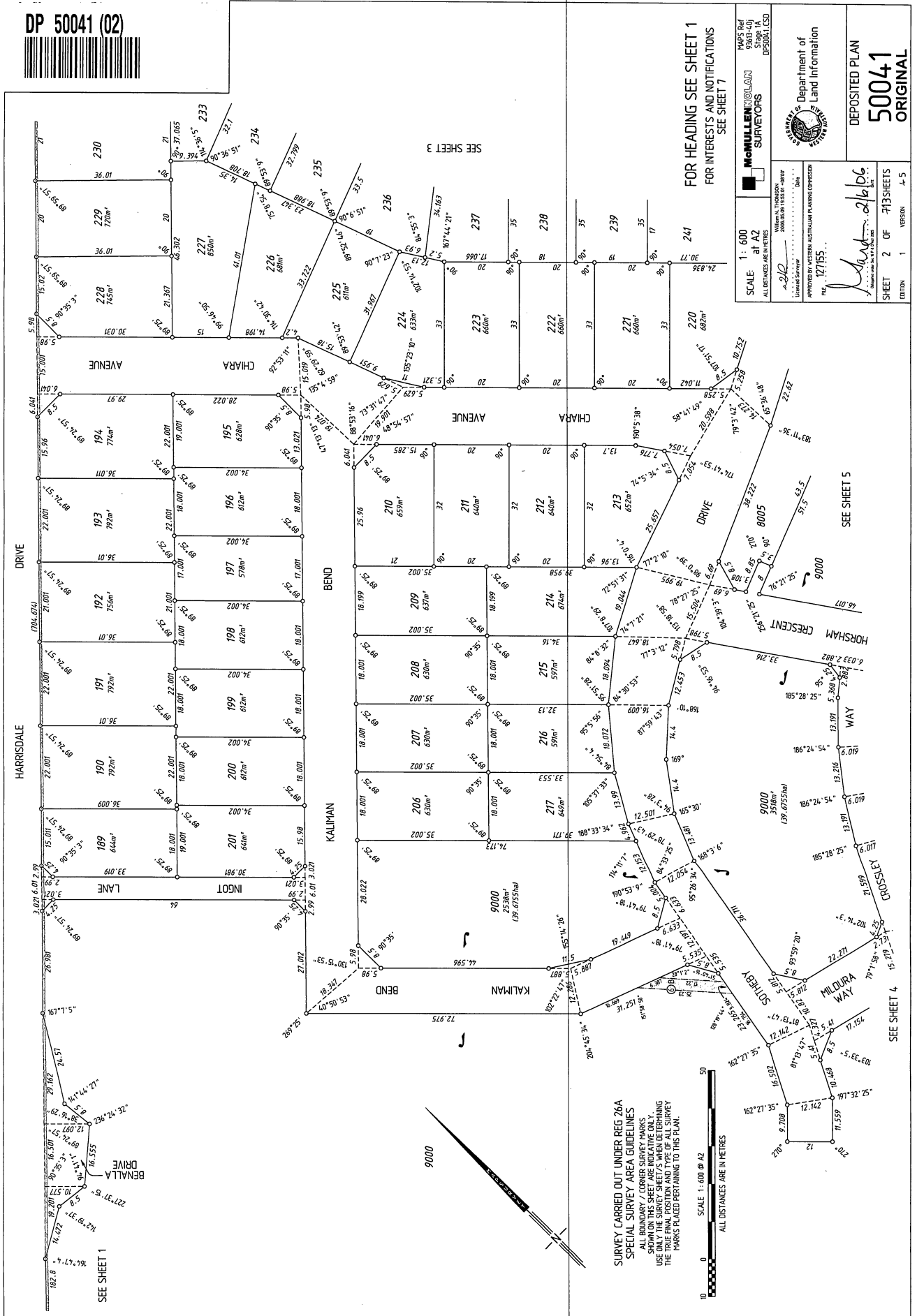


REG 26A(1) - FINAL MARKING DEFERRED
 (Approval ID D53-06, DLI file 00955-2003/13)
 FOR INTERESTS AND NOTIFICATIONS
 SEE SHEET 7

ED/VER	AMENDMENT	BY	SIGNATURE	DATE
1/2	Revised easement labels, white lots 8008 and 9000 from © MCDC	MAPS		15/5/2006
1/3	Amended & added 1360 restrictive covenants	MAPS		17/5/2006
1/4	Removed easement labels and underground electric easements on lots 243-246 & 265-265	MAPS		19/5/2006
1/5	SURVEY SHEETS ADDED			14/11/06

DP 50041 (01)

DP 50041 (02)



FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

MARS BY 5943-401 STRIKE 1A DP50041.LSD
McMULLEN
SURVEYORS
1:600
SCALE: at A2
ALL DISTANCES ARE IN METRES
Walter H. McMahon
Surveyor
12/15/20
Department of Land Information
APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION
FILE: 12155...

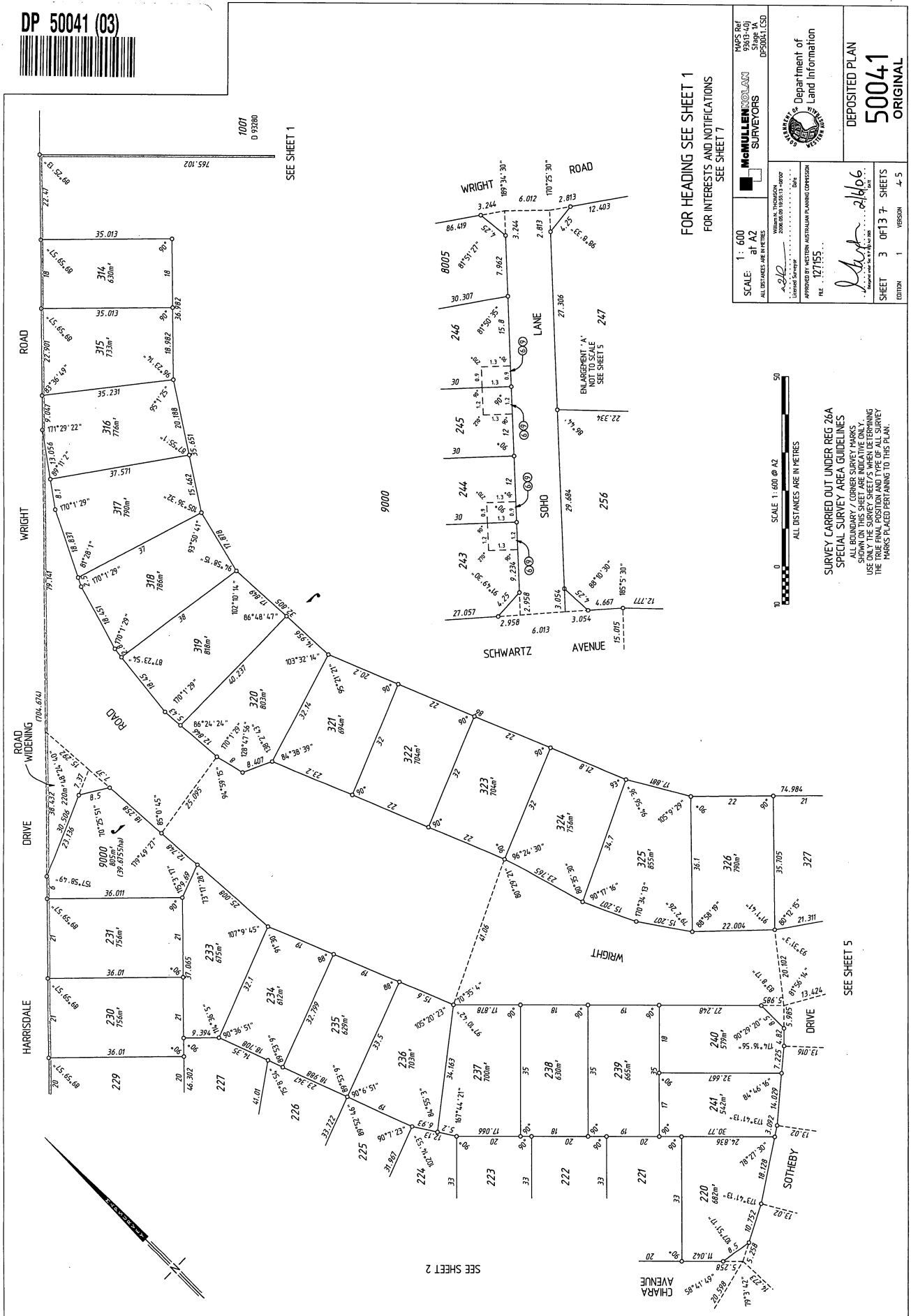
DEPOSITED PLAN
50041
ORIGINAL
SHEET 2 OF 7 SHEETS
EDITION 1
VERSION 4-5
Signature: *Walter H. McMahon*

9000

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BOUNDARY CORNER SURVEY MARKS
SHOWN ON THIS PLAN ARE TO BE SET OUT
USE ONLY THE SURVEY SHEETS WHEN DETERMINING
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.

SCALE 1:600 @ A2
ALL DISTANCES ARE IN METRES

DP 50041 (03)



FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

MAPS Ref
9363-40
Stage 1A
DP50041, LSD

McMULLEN ROLAN
SURVEYORS

Department of
Land Information

DEPOSITED PLAN
50041
ORIGINAL

SCALE: 1:600
at A2
ALL DISTANCES ARE IN METRES

APPROVED SURVEYOR
REGISTERED PROFESSIONAL SURVEYOR
REG. NO. 127155

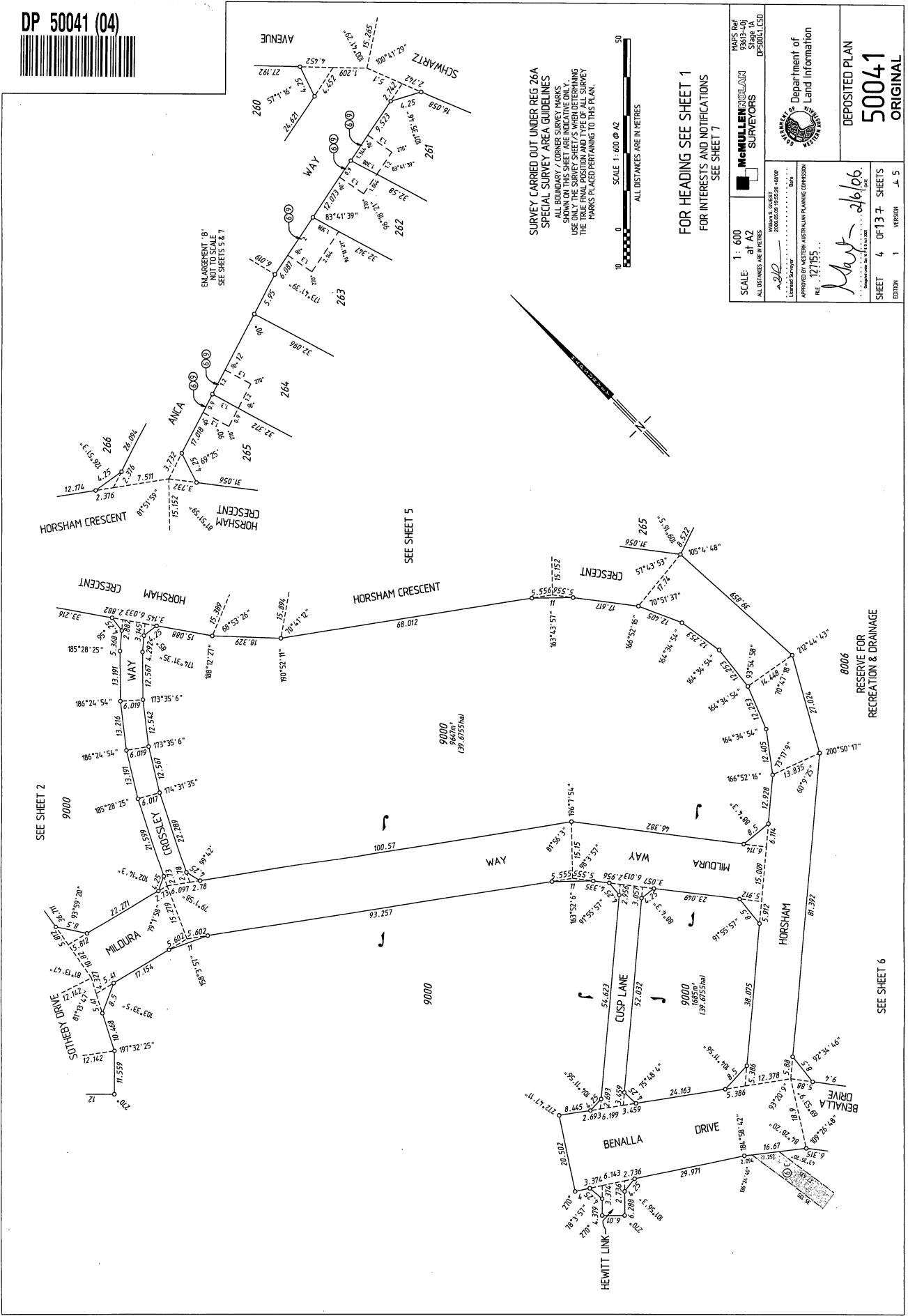
DATE: 24/06

SHEET 3 OF 13 7 SHEETS
EDITION 1 VERSION 4-5



SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BOUNDARY / CORNER SURVEY MARKS
SHOWN ON THIS PLAN ARE THE TRUE POSITION
USE ONLY THE SURVEY SHEET 3 WHEN LIE TERNING
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.

DP 50041 (04)



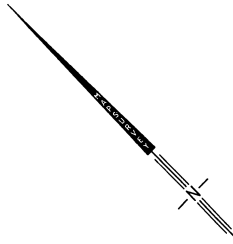
SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BOUNDARY CORNER SURVEY MARKS
SHOWN ON THIS PLAN ARE TO BE
USED ONLY FOR THE PURPOSES OF DETERMINING
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.



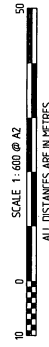
FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

SCALE 1: 600 at A2 ALL DISTANCES ARE IN METRES	McMULLEN SURVEYORS William G. O'Brien (Licence No. 10000) Licensed Surveyor Approved by WESTERN AUSTRALIAN PLANNING COMMISSION REG. 127155	DEPARTMENT OF LAND INFORMATION Deposited Plan 50041 ORIGINAL
SHEET 4 OF 13 SHEETS EDITION 1 VERSION 4-5		DATE 26/06/2025

DP 50041 (05)

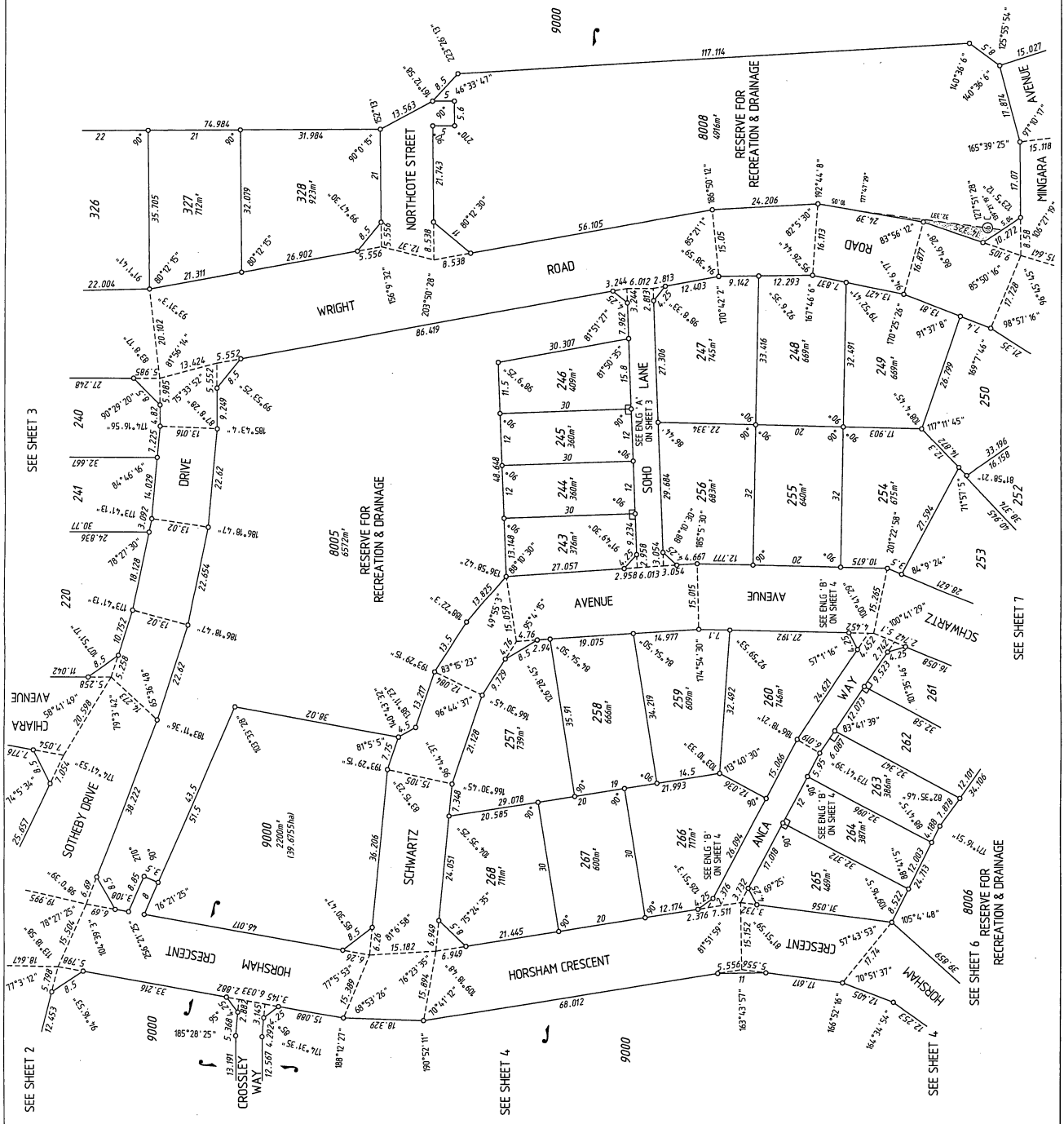


SURVEY CARRIED OUT UNDER REG. 26A SPECIAL SURVEY AREA GUIDELINES. THE RESULTS OF THIS SURVEY ARE SHOWN ON THIS SHEET AND ARE INDICATIVE ONLY. USE ONLY THE SURVEY SHEETS WHEN DETERMINING THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY MARKS PLACED PERTAINING TO THIS PLAN.

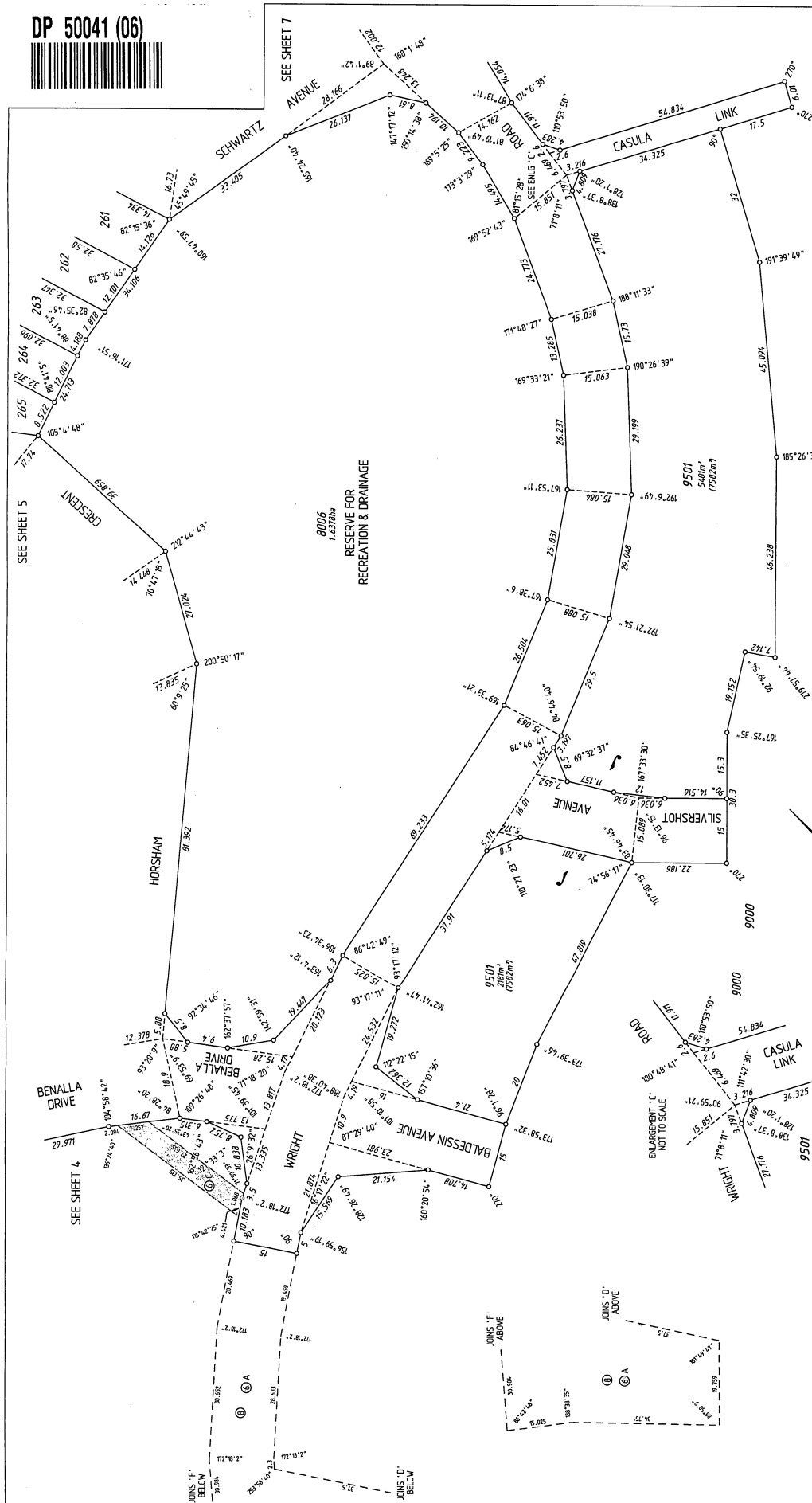


FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

SCALE 1:600 at A2 ALL DISTANCES ARE IN METRES	McMULLEN COLAN SURVEYORS William W. McMahon Licensed Surveyor APPROVED BY METREX AUSTRALIAN PLANNING COMMISSION FILE 1271955	MAPS REF 9303-400 SI Page 1A DP50041.050	Department of Land Information UNIVERSITY OF WESTERN AUSTRALIA	DEPOSITED PLAN 50041 ORIGINAL
DATE: 28/06/2016 DRAWN BY: [Signature] CHECKED BY: [Signature]		SHEET 5 OF 13 7 SHEETS EDITION 1 VERSION 4 5		



DP 50041 (06)



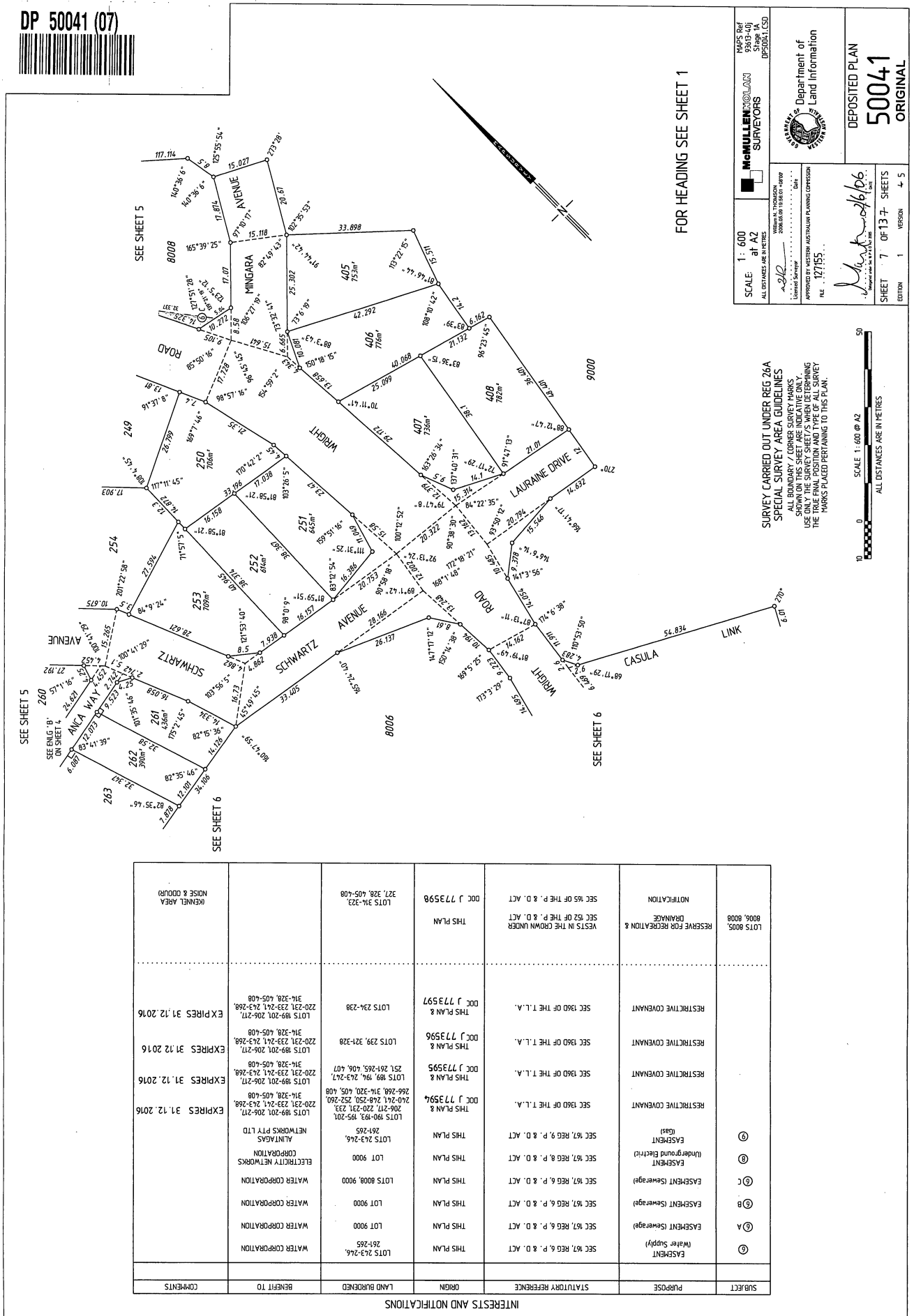
PAPS Ref State PA DP50041_CSD		Department of Land Information	DEPOSITED PLAN 50041 ORIGINAL
William H. THOMSON Licensed Surveyor Date: 28/06/2016		SHEET 6 OF 7 SHEETS EDITION 1 VERSION 4-5	

SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 ALL BOUNDARY / CORNER SURVEY MARKS
 SHOWN ON THIS SHEET ARE INDICATIVE ONLY.
 THE FINAL POSITION AND TYPE OF ALL SURVEY
 MARKS PLACED PERTAINING TO THIS PLAN.

FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS
 SEE SHEET 7



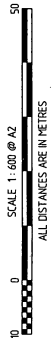
DP 50041 (07)



FOR HEADING SEE SHEET 1

SCALE: 1:600
 ALL DISTANCES ARE IN METRES
 McMULLEN COLLAN SURVEYORS
 Department of Land Information
 DEPOSITED PLAN
50041
 ORIGINAL
 SHEET 7 OF 13 SHEETS
 EDITION 1 VERSION 4-5

SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 ALL BOUNDARY / CORNER SURVEY MARKS
 SHOWN ON THIS SHEET ARE INDICATIVE ONLY.
 USE ONLY THE SURVEY SHEET'S SHEET DETERMINING
 THE LOCATION OF ALL SURVEY
 MARKS PLACED PERTAINING TO THIS PLAN.



SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
⑥	EASEMENT (Water Supply)	SEC 97, REG 6, P. 8, D. ACT	THIS PLAN	LOTS 243-246, 267-265	WATER CORPORATION	
⑤A	EASEMENT (Sewerage)	SEC 97, REG 6, P. 8, D. ACT	THIS PLAN	LOT 9000	WATER CORPORATION	
⑤B	EASEMENT (Sewerage)	SEC 97, REG 6, P. 8, D. ACT	THIS PLAN	LOT 9000	WATER CORPORATION	
⑤C	EASEMENT (Sewerage)	SEC 97, REG 6, P. 8, D. ACT	THIS PLAN	LOTS 8008, 9000	WATER CORPORATION	
⑤D	EASEMENT (Underground Electric)	SEC 97, REG 8, P. 8, D. ACT	THIS PLAN	LOT 9000	ELECTRICITY NETWORKS CORPORATION	
⑤E	EASEMENT (Gas)	SEC 97, REG 9, P. 8, D. ACT	THIS PLAN	LOTS 243-246, 267-265	ALINTAGAS NETWORKS PTY LTD	
	RESTRICTIVE COVENANT	SEC 136D OF THE T.L.A.	THIS PLAN & DOC J 773594	LOTS 190-193, 195-201, 206-217, 220-231, 233-241, 243-268, 267-266, 311-320, 405, 408	EXPIRES 31.12.2016	
	RESTRICTIVE COVENANT	SEC 136D OF THE T.L.A.	THIS PLAN & DOC J 773595	LOTS 189, 194, 243-247, 252-260, 267-266, 311-320, 405, 408	EXPIRES 31.12.2016	
	RESTRICTIVE COVENANT	SEC 136D OF THE T.L.A.	THIS PLAN & DOC J 773596	LOTS 229, 321-328	EXPIRES 31.12.2016	
	RESTRICTIVE COVENANT	SEC 136D OF THE T.L.A.	THIS PLAN & DOC J 773597	LOTS 234-238	EXPIRES 31.12.2016	
LOTS 8005, 8006, 8008	RESERVE FOR RECREATION & DRAINAGE	VESTS IN THE CROWN UNDER SEC 52 OF THE P. & D. ACT	THIS PLAN	LOTS 314-323, 327, 328, 405-408	KENNEL AREA (KENNEL & DOORN)	

DP 50041 (08)



SURVEY SHEET AUDITED
DATE: 13.12.2006
DOCKET: 00 288 -2006

FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

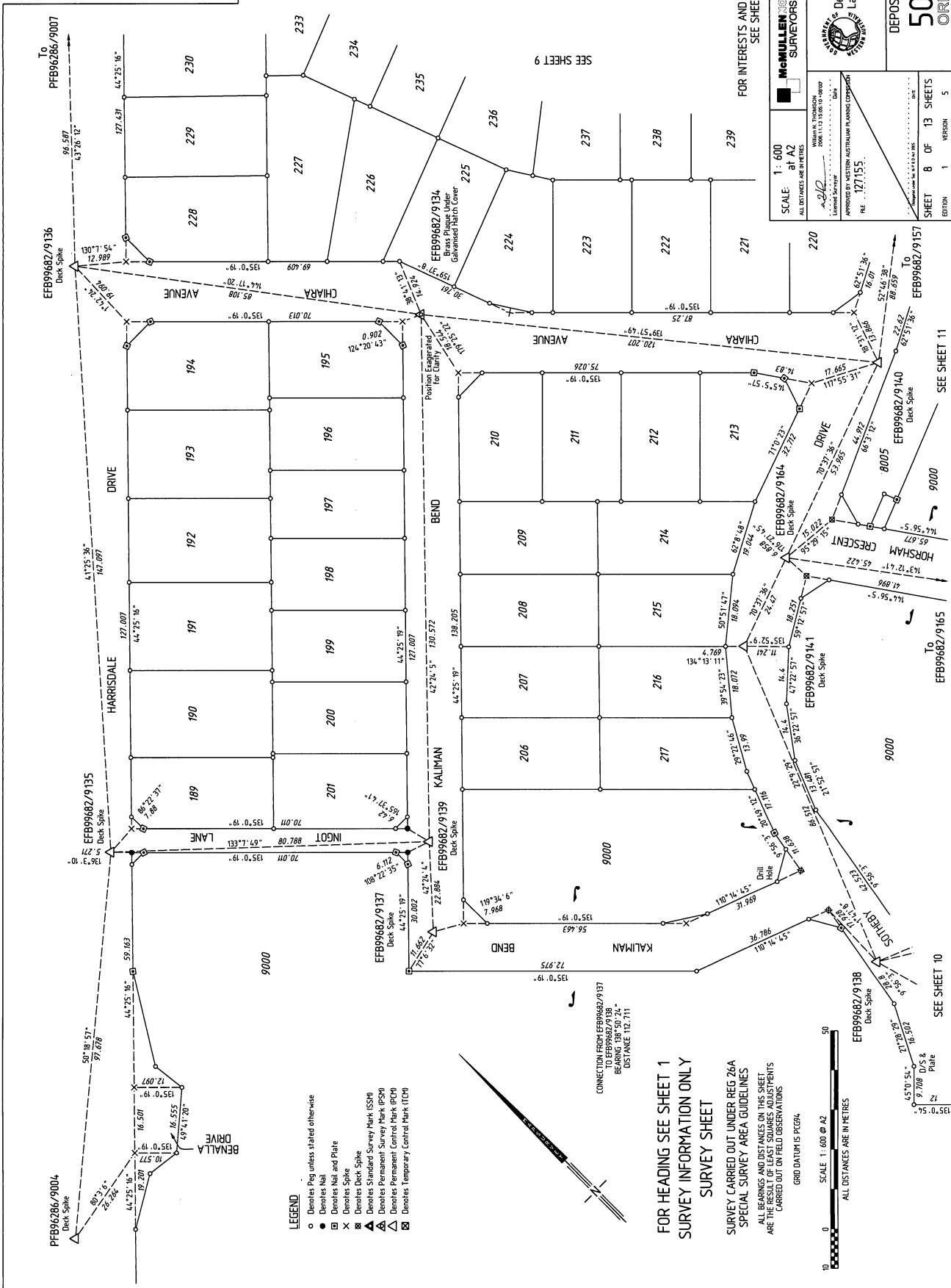
Scale: 1:600 at A2
ALL DISTANCES ARE IN METRES

McMULLEN SURVEYORS
WILLIAM N. THOMPSON
2006/11/13 15:08:10-0807
2006/11/13 15:08:10-0807
RE: 1271155

Department of Land Information
APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION

DEPOSITED PLAN
50041 ORIGINAL

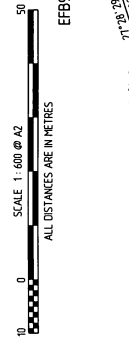
SHEET 8 OF 13 SHEETS
EDITION 1 VERSION 5



- LEGEND**
- Denotes Peg unless stated otherwise
 - Denotes Nail
 - ⊗ Denotes Nail and Plate
 - ⊗ Denotes Spike
 - ⊗ Denotes Deck Spike
 - ⊗ Denotes Standard Survey Mark (SSM)
 - ⊗ Denotes Permanent Survey Mark (PSM)
 - ⊗ Denotes Permanent Control Mark (PCM)
 - ⊗ Denotes Temporary Control Mark (TCM)

FOR HEADING SEE SHEET 1
SURVEY INFORMATION ONLY
SURVEY SHEET

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE CARRIED OUT ON FIELD OBSERVATIONS

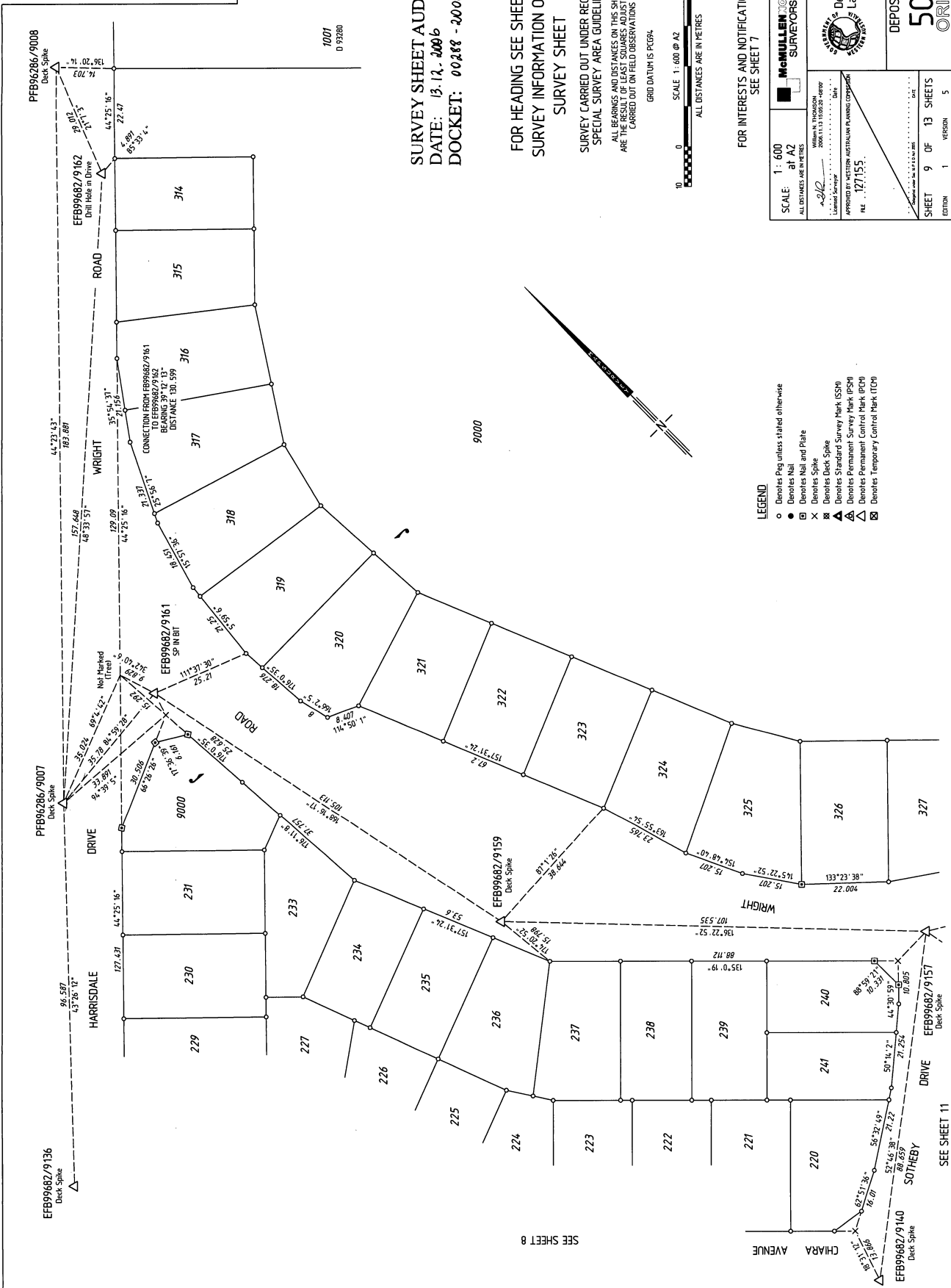


SEE SHEET 10

SEE SHEET 11

CONNECTION FROM EFB9682/9137
TO DEFB9682/9134
BEARING 135° 0' 19"
DISTANCE 112.711

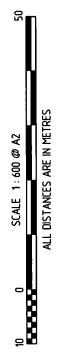
DP 50041 (09)



SURVEY SHEET AUDITED
DATE: 13.12.2006
DOCKET: 00288 -2006

FOR HEADING SEE SHEET 1
SURVEY INFORMATION ONLY
SURVEY SHEET

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
 ALL BEARINGS AND DISTANCES ON THIS SHEET
 ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
 CARRIED OUT ON FIELD OBSERVATIONS.
 GRID DATUM IS PC094.



FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

- LEGEND**
- Denotes Peg unless stated otherwise
 - Denotes Nail
 - ⊙ Denotes Nail and Plate
 - ⊗ Denotes Stake
 - ⊠ Denotes Deck Spike
 - ⊡ Denotes Standard Survey Mark (SSM)
 - ⊢ Denotes Permanent Survey Mark (PSM)
 - ⊣ Denotes Permanent Control Mark (PCM)
 - ⊤ Denotes Temporary Control Mark (TCM)

SCALE: 1:600 at A2
 ALL DISTANCES ARE IN METRES

McMULLLEN SURVEYORS
 William N. JACKSON
 2006/11/13 15:03:41 - Entry
 Licensed Surveyor
 No. 127155

Department of Land Information

APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION

MAPS Ref
 S13/14
 S14/14
 EFB99682_CSD

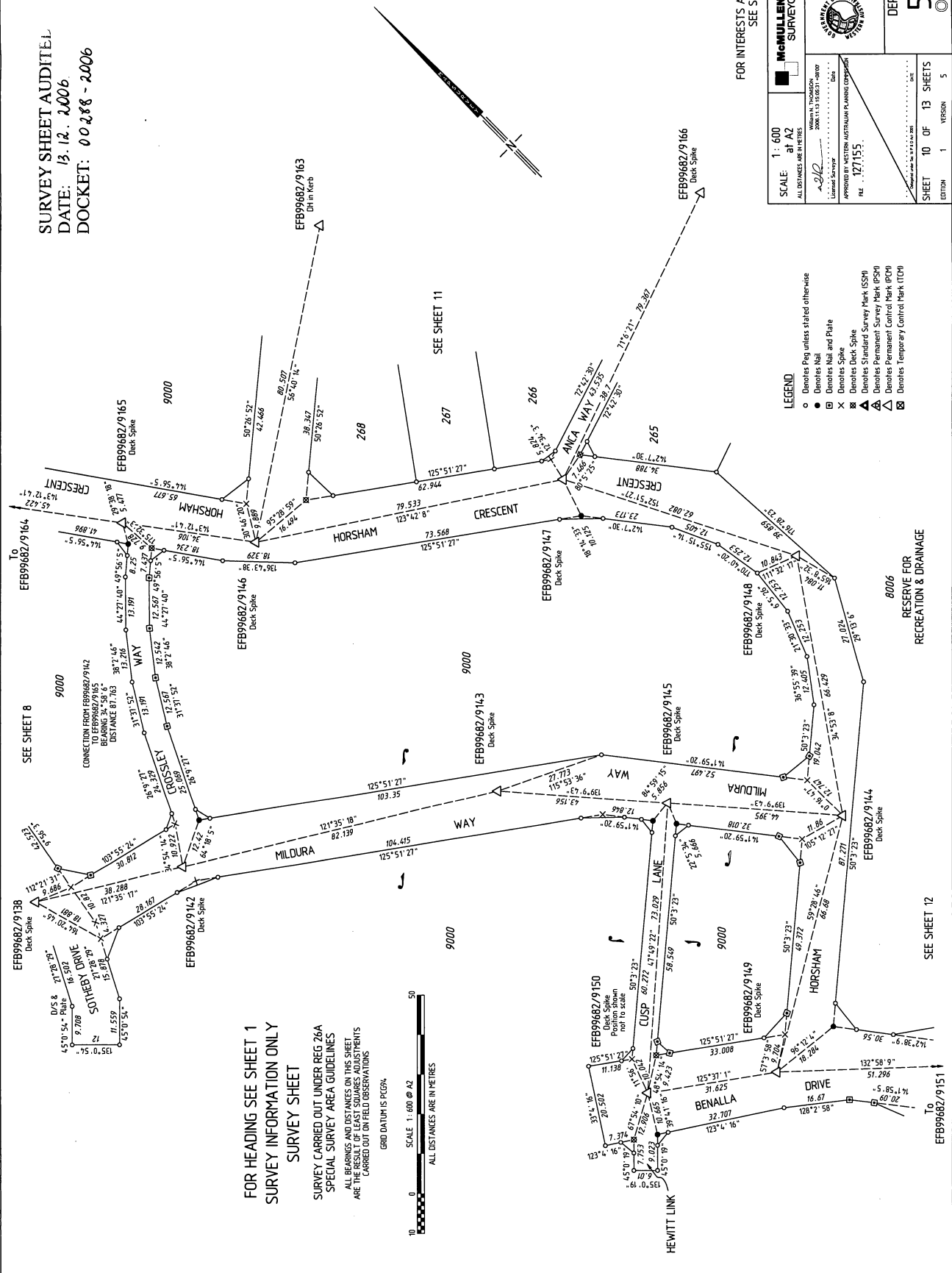
DEPOSITED PLAN
50041
ORIGINAL

SHEET 9 OF 13 SHEETS
 EDITION 1 VERSION 5

DP 50041 (10)

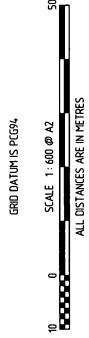


SURVEY SHEET AUDITEL
DATE: 13.12.2006
DOCKET: 00288 - 2006



FOR HEADING SEE SHEET 1
SURVEY INFORMATION ONLY
SURVEY SHEET

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
CARRIED OUT ON FIELD OBSERVATIONS



FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

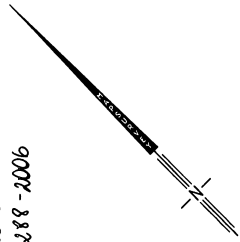
SCALE: 1:600 at A2	McMULLEN SURVEYORS WIMBURN THORNTON GROUP LIMITED SURVEYORS	MAPS OF STATE 1A EPB99682_CSD
APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION DATE: 12/1/15		Department of Land Information
SHEET 10 OF 13 SHEETS EDITION 1 VERSION 5		DEPOSITED PLAN 50041 ORIGINAL

- LEGEND
- Denotes Peg unless stated otherwise
 - Denotes Nail
 - ⊗ Denotes Nail and Plate
 - ⊗ Denotes Spike
 - ⊗ Denotes Deck Spike
 - ⊗ Denotes Standard Survey Mark (SSM)
 - ⊗ Denotes Permanent Survey Mark (PSM)
 - ⊗ Denotes Permanent Control Mark (PCM)
 - ⊗ Denotes Temporary Control Mark (TCM)

DP 50041 (11)



SURVEY SHEET AUDITABLE
DATE: 13.12.2006
DOCKET: 00 288 -2006



- LEGEND**
- Denotes Peg unless stated otherwise
 - Denotes Nail
 - ⊗ Denotes Nail and Plate
 - ⊕ Denotes Spike
 - ⊘ Denotes Dick Spike
 - ⊙ Denotes Standard Survey Mark (SSM)
 - ⊚ Denotes Permanent Survey Mark (PSM)
 - ⊛ Denotes Permanent Control Mark (PCM)
 - ⊜ Denotes Temporary Control Mark (TCM)

FOR HEADING SEE SHEET 1
SURVEY INFORMATION ONLY
SURVEY SHEET

SURVEY CARRIED OUT UNDER REG 76A
SPECIAL SURVEY AREA GUIDELINES

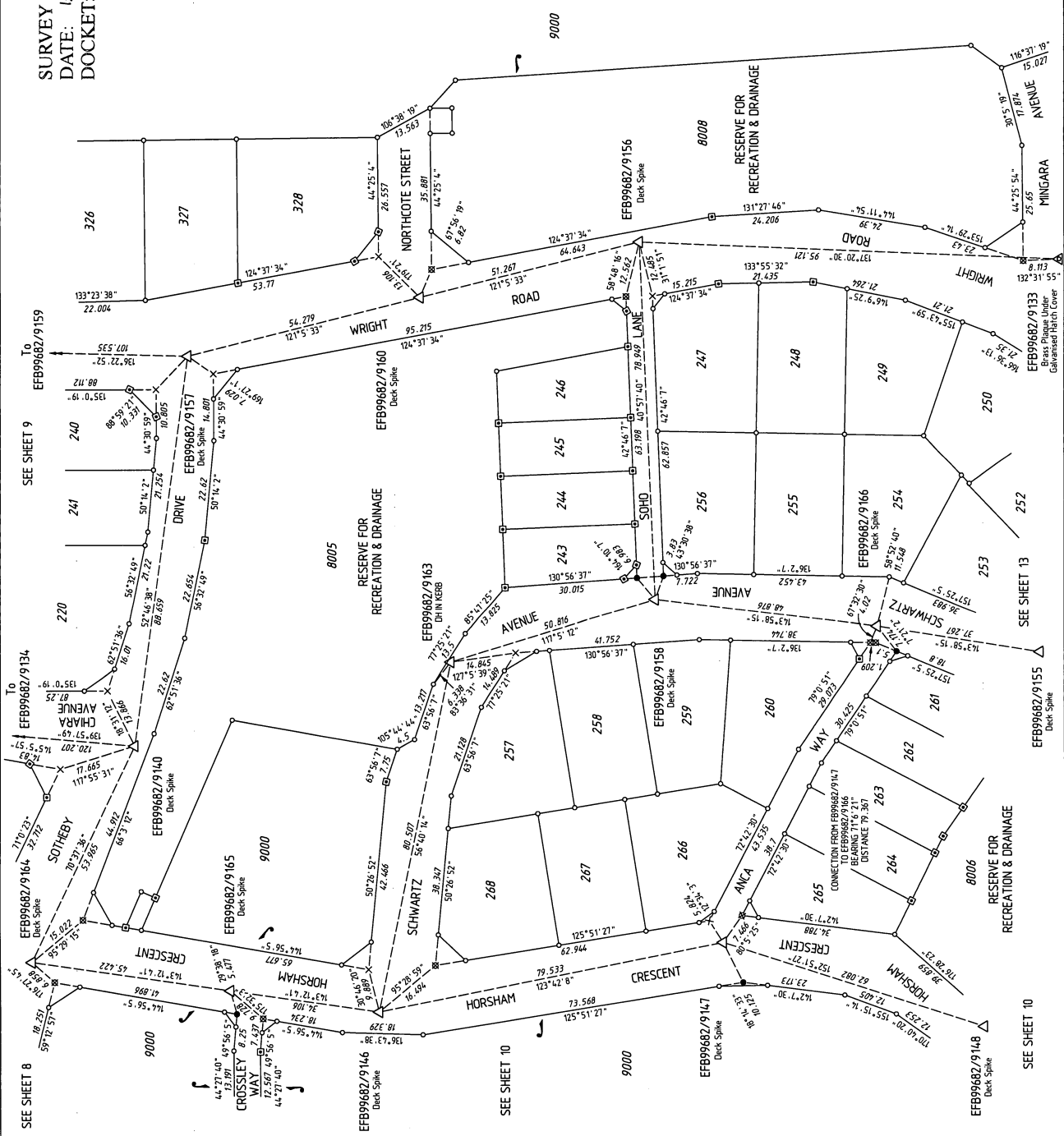
ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE THE RESULT OF FIELD OBSERVATIONS
CARRIED OUT ON FIELD OBSERVATIONS

GRID DATUM IS PC094



FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

SCALE: 1:600 at A2	McMULLEN SURVEYORS	DATE: 13/12/2006	PROJECT: 00 288 -2006
ALL DISTANCES ARE IN METRES	Walter H. Thompson (Surveyor) Date: 13/12/2006	APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION	FILE: 12/7155
Department of Land Information		DEPOSITED PLAN	
SHEET 11 OF 13 SHEETS		50041 ORIGINAL	
EDITION 1		VERSION 5	

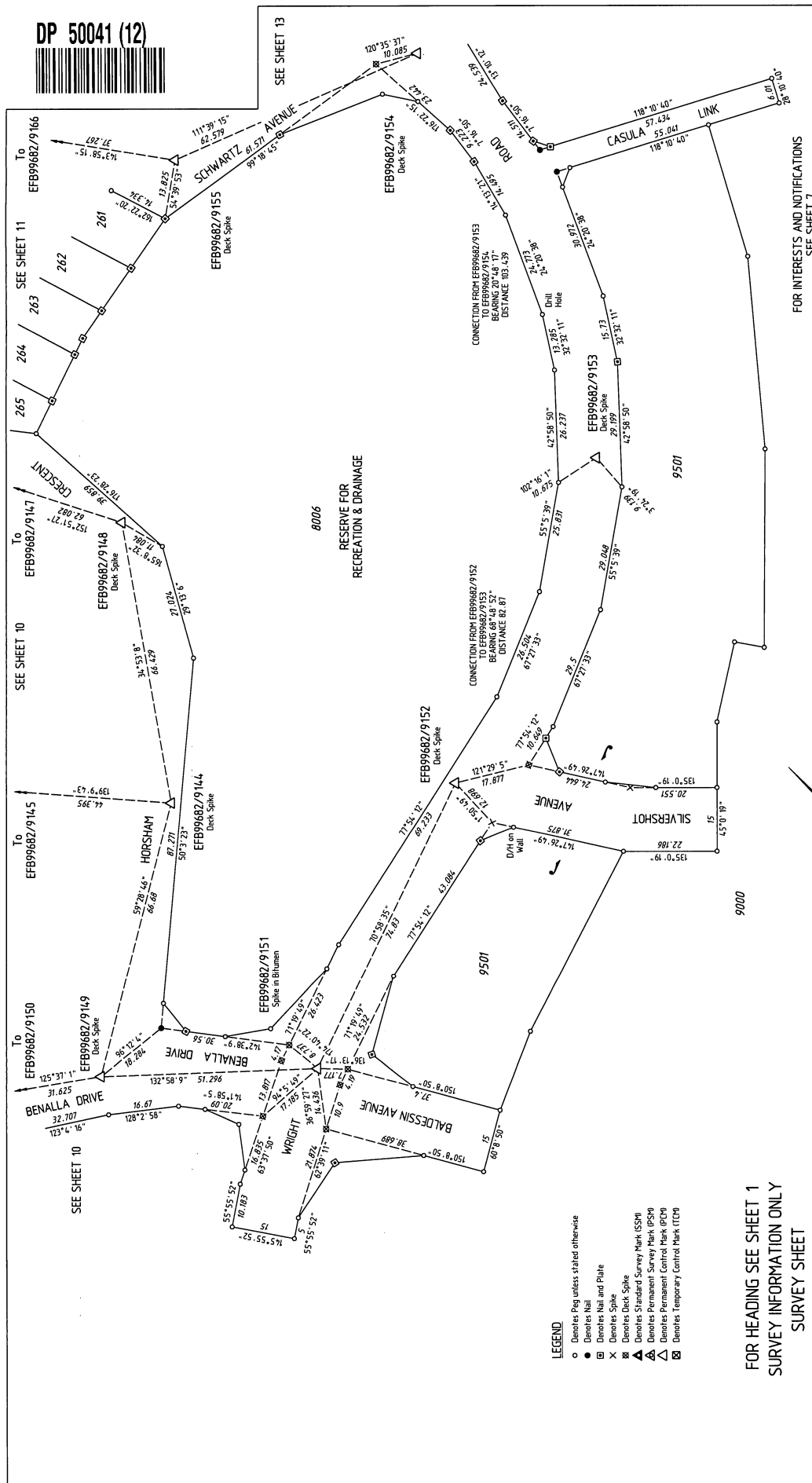


DP 50041 (12)



SEE SHEET 13

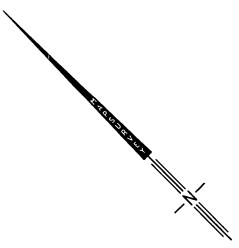
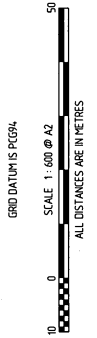
1: 600 at A2 ALL DISTANCES ARE IN METRES		APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE: 127155	
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 7		DEPOSITED PLAN 50041 ORIGINAL	
SHEET 12 OF 13 SHEETS EDITION 1 VERSION 5		SURVEY SHEET AUDITED DATE: 13.12.2006 DOCKET: 00188-2006	



- LEGEND**
- Denotes Peg unless stated otherwise
 - Denotes Nail
 - ⊠ Denotes Nail and Plate
 - × Denotes Spike
 - ⊗ Denotes Deck Spike
 - ▲ Denotes Standard Survey Mark (SSM)
 - △ Denotes Permanent Survey Mark (PSM)
 - Denotes Permanent Control Mark (PCM)
 - ⊞ Denotes Temporary Control Mark (TCM)

FOR HEADING SEE SHEET 1
 SURVEY INFORMATION ONLY
 SURVEY SHEET

SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 ALL BEARINGS AND DISTANCES ON THIS SHEET
 ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
 CARRIED OUT ON FIELD OBSERVATIONS



DP 50041 (13)



- LEGEND**
- Denotes Peg unless stated otherwise
 - Denotes Nail
 - ⊗ Denotes Nail and Plate
 - ⊗ Denotes Spike
 - ⊗ Denotes Deck Spike
 - ▲ Denotes Standard Survey Mark (SSM)
 - ▲ Denotes Permanent Survey Mark (PSM)
 - ▲ Denotes Permanent Control Mark (PCM)
 - ⊗ Denotes Temporary Control Mark (TCM)

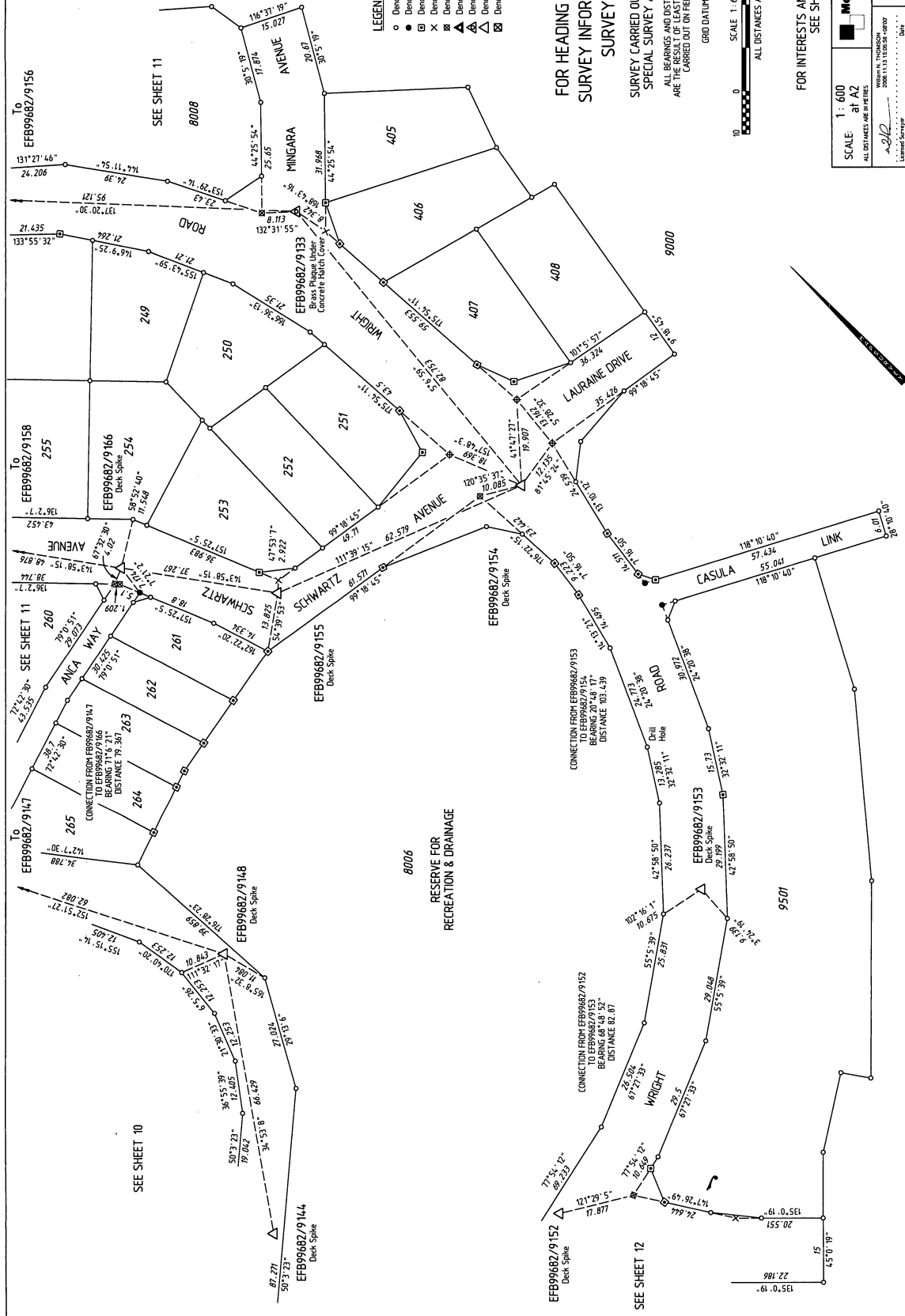
**FOR HEADING SEE SHEET 1
SURVEY INFORMATION ONLY
SURVEY SHEET**

SURVEY CARRIED OUT UNDER REG. 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
CARRIED OUT ON FIELD OBSERVATIONS
GRID DATUM IS PCGDA



FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 7

SCALE: 1:600 at A2	McMULLEN NOLAN SURVEYORS	MARS BAR 1963-BAR 1963-404 Stage 1A EFB99682_CSD	<p>Department of Land Information</p>	<p>DEPOSITED PLAN</p> <p>50041</p> <p>ORIGINAL</p>
<p>Work by Production Order</p> <p>Issued Drawing</p> <p>APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION</p> <p>FILE: 17/155</p>	<p>17/155</p>	<p>SHEET 13 OF 13 SHEETS</p> <p>EDITION 1 VERSION 5</p>		



SURVEY SHEET AUDITED
DATE: 13.12.2006
DOCKET: 00488 -2006

Deposited Plan 50041

Lot	Certificate of Title	Lot Status	Part Lot
189	2625/801	Registered	
190	2625/802	Registered	
191	2625/803	Registered	
192	2625/804	Registered	
193	2625/805	Registered	
194	2625/806	Registered	
195	2625/807	Registered	
196	2625/808	Registered	
197	2625/809	Registered	
198	2625/810	Registered	
199	2625/811	Registered	
200	2625/812	Registered	
201	2625/813	Registered	
206	2625/814	Registered	
207	2625/815	Registered	
208	2625/816	Registered	
209	2625/817	Registered	
210	2625/818	Registered	
211	2625/819	Registered	
212	2625/820	Registered	
213	2625/821	Registered	
214	2625/822	Registered	
215	2625/823	Registered	
216	2625/824	Registered	
217	2625/825	Registered	
220	2625/826	Registered	
221	2625/827	Registered	
222	2625/828	Registered	
223	2625/829	Registered	
224	2625/830	Registered	
225	2625/831	Registered	
226	2625/832	Registered	
227	2625/833	Registered	
228	2625/834	Registered	
229	2625/835	Registered	
230	2625/836	Registered	
231	2625/837	Registered	
233	2625/838	Registered	
234	2625/839	Registered	
235	2625/840	Registered	
236	2625/841	Registered	
237	2625/842	Registered	
238	2625/843	Registered	
239	2625/844	Registered	
240	2625/845	Registered	

Deposited Plan 50041

Lot	Certificate of Title	Lot Status	Part Lot
241	2625/846	Registered	
243	2625/847	Registered	
244	2625/848	Registered	
245	2625/849	Registered	
246	2625/850	Registered	
247	2625/851	Registered	
248	2625/852	Registered	
249	2625/853	Registered	
250	2625/854	Registered	
251	2625/855	Registered	
252	2625/856	Registered	
253	2625/857	Registered	
254	2625/858	Registered	
255	2625/859	Registered	
256	2625/860	Registered	
257	2625/861	Registered	
258	2625/862	Registered	
259	2625/863	Registered	
260	2625/864	Registered	
261	2625/865	Registered	
262	2625/866	Registered	
263	2625/867	Registered	
264	2625/868	Registered	
265	2625/869	Registered	
266	2625/870	Registered	
267	2625/871	Registered	
268	2625/872	Registered	
314	2625/873	Registered	
315	2625/874	Registered	
316	2625/875	Registered	
317	2625/876	Registered	
318	2625/877	Registered	
319	2625/878	Registered	
320	2625/879	Registered	
321	2625/880	Registered	
322	2625/881	Registered	
323	2625/882	Registered	
324	2625/883	Registered	
325	2625/884	Registered	
326	2625/885	Registered	
327	2625/886	Registered	
328	2625/887	Registered	
405	2625/888	Registered	
406	2625/889	Registered	
407	2625/890	Registered	

Deposited Plan 50041

Lot	Certificate of Title	Lot Status	Part Lot
408	2625/891	Registered	
8005	LR3138/383	Registered	
8006	LR3138/384	Registered	
8008	LR3138/385	Registered	
9000	2625/892 (Cancelled)	Retired	
9501	2625/893 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
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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

CH2

J773597 RC

06 Jun 2006 13:31:19 Midland



REG \$ 80.00

LODGED BY

BankWest Conveyancing
-ADDRESS Real Estate & Business Settlement Agent
Level 23 BankWest Tower
138 St Georges Terrace
Perth Western Australia 6000
PHONE No. (08) 9449 6650 Fax (08) 9449 6779
FAX No. (08) 9449 6650
PO Box No. 162V

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace
PERTH WA 6000
Ref: CPM:2091521 (Doc#780978v1)
DP 50041 Lots 234-238

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

[Empty box for additional instructions]

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

5/8
A

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.



EXECUTED BY THE TRANSFEROR AS A DEED

SIGNED by **JOHN PAUL FORD**

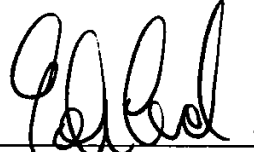
as Attorney for

STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD

ACN 117 914 333

under Power of Attorney J682622

In the presence of:



JOHN PAUL FORD

Witness Signature



Witness Name:

Priscilla MacKinnon
Contracts Manager
Suite 1 Level 4

Witness Address:

85 South Perth Esplanade
South Perth WA

Witness Occupation:

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SCHEDULE

1. **Subdivision Land**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408, 8005, 8006, 8008, 9000, 9501, ROADS, ROAD WIDENING, EASEMENTS AND RESTRICTIVE COVENANT ON DEPOSITED PLAN 50041.

2. **Burdened Lots**

LOTS 234-238 ON DEPOSITED PLAN 50041.

3. **Benefited Lots**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408 ON DEPOSITED PLAN 50041.

4. **Encumbrances**

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (WATER SUPPLY) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 8008, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOTS 243-246, 261-265, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (UNDERGROUND ELECTRIC) SEC 167, REG 8, P.&D. ACT TO ELECTRICITY NETWORKS CORPORATION.

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (GAS) SEC 167, REG 9, P.&D. ACT TO ALINTA GAS NETWORKS PTY LTD.

AS TO LOTS 190-193, 195-201, 206-217, 220-231, 233, 240-241, 248-250, 252-260, 266-268, 314-320, 405, 408 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO LOTS 189, 194, 243-247, 251, 261-265, 406, 407 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO LOTS 239, 321-328 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO THE REMAINDER OF LOTS ON DEPOSITED PLAN 50041:

NIL.

from selling or otherwise disposing of the Land without displaying a sign;

(i) subdivide (including strata subdivision) the Land without the Transferor's approval; nor

(i) for the purposes of constructing the Residence:

(i) access the Land from Wright Road;

(ii) access the Land other than from the rear of the Land; or

(iii) park any vehicle on the landscaped verge of Wright Road.

2.3 These Restrictive Covenants will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Transferor. The Transferee will not make an application to any Court, the Commissioner or Registrar of Titles or the Department of Land Information for the partial or complete modification, removal or extinguishment of the covenants, except with the Transferor's prior written consent.

3. **Separate and Distinct**

Each Restrictive Covenant is a separate and distinct Restrictive Covenant. If any Restrictive Covenant or its application to any person or circumstances is or becomes invalid or unenforceable, 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.

4. **Term of Restrictive Covenants**

These Restrictive Covenants shall expire and cease to have effect on 31 December 2016.

- A. is sufficient for at least two motor vehicles side-by-side;
 - B. is set back a minimum of 4.5 metres; and
 - C. does not protrude (including doors) more than 2 metres beyond the front building line;
- (iii) has a garage outside the main roof area that does not match or complement the Residence as to pitch of roof, material, design, colour and external appearance;
 - (iv) has fencing, which extends forward of the front building line of the Residence unless expressly permitted by the Transferor;
 - (v) in the case of a corner lot, has a blank wall or fence within 4 metres of the corner truncation of the secondary street;
 - (vi) has a roof made from zincalume;
 - (vii) has air conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
 - (viii) has a solar hot water unit, unless the solar hot water unit is integrated with and matches the roof profile and pitch of the Residence and does not protrude above the ridge line, and is not clearly visible from the public domain;
 - (ix) has TV antennae, satellite dishes or radio masts unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
 - (x) has bin storage or clothes-drying areas unless they are screened from view from the public domain, except on collection days;
- (c) construct a shed:
- (i) in the front or side yards; or
 - (ii) larger than 9m² floor area and higher (roof ridge-line) than 500mm above any surrounding fence,
- (the Transferor may in its absolute discretion, permit the Transferee to construct a larger shed if it is constructed of the same materials, in the same colours, as the Residence and complements the Residence in design and style);
- (d) alter in any way any fence or retaining wall installed by the Transferor on the Land without the prior written approval of the Transferor;
 - (e) in the case of a corner lot, erect a Residence unless:
 - (i) the Residence is designed to address both street frontages and uses materials and detailing that complement the front elevation; and
 - (ii) the side boundary fencing finishes at least 6 metres from the truncation of the corner;
 - (f) permanently park any commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat, trailer or caravan on the Land unless invisible to public view;
 - (g) carry out any repair or restoration of any motor vehicle, boat, boat trailer or any other vehicle or any other machine on the Land unless it is behind the front building line of the Residence and invisible to public view;
 - (h) display a "For Sale" sign for the longer of five years after the date of this deed and before any building is erected on the Land but this restriction shall not operate to prevent the Transferee

- (i) two sets of the Transferee's elevations, floor plan and site plan have been submitted by the Transferee to the Transferor together with a design guideline check list (the form of which the Transferee has received from the Transferor or is otherwise approved by the Transferor);
 - (ii) the plans and specifications have been approved by the Transferor and appropriately endorsed;
 - (iii) where the Land is 500m² or greater the minimum living area including external cavity walls is 200m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (iv) where the Land is less than 500m², the minimum living area of the residence including external cavity walls is 140m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (v) it is a single residential dwelling that is double storey (not including a loft as a storey) unless the Transferor provides its prior written approval to a single storey residential dwelling, which the Transferor may grant in its absolute discretion;
 - (vi) the Residence has a driveway:
 - A. constructed from modular material such as brick, concrete block or another segmented paving or liquid limestone;
 - B. that is completed before occupation of the Residence;
 - C. not constructed of grey, painted or in situ concrete; and
 - D. matching the location of the crossover (where a verge crossover has been constructed by the Transferor);
 - (vii) the face walls:
 - A. comprise a minimum of two colours or two materials (excluding windows and garage doors); and
 - B. are stepped for their entire height in at least one place by at least 0.6 metres;
 - (viii) the roof has:
 - A. a minimum pitch of 24° to the main roof for a single storey and 28° for a double storey; and
 - B. at least one feature where the roof is visible from the street or parkland;
 - (ix) the rear and side boundary fencing is at least 1.8 metres high and constructed of Colorbond colour Grey Ridge; and
 - (x) in the case of a wall or fence from the Residence to the boundary of an adjoining lot, that wall or fence is:
 - A. at least 1.8 metres high;
 - B. set back at least 1 metre from the corner of the Residence; and
 - C. constructed of materials consistent with the face wall or rear and side boundary fencing;
- (b) erect a Residence which:
- (i) is a kit or transportable home;
 - (ii) does not contain a double garage (not a carport) which:

BLANK INSTRUMENT FORM**DEED OF RESTRICTIVE COVENANT**

(Note 1)

THIS DEED is made the

2nd

day of

June

ABN 66 012 878 629

WESTERN AUSTRALIA STAMP DUTY

2006

DEE 06/06/06 09:24 002672048-005

BY: STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD (ACN 117 944 338) of Suite 1, Level 4,
South Shore Centre, 85 South Perth Esplanade, South Perth ("Transferor")

Post Office Box 498

ST \$ *****20.00 PEN \$*****.00

BACKGROUND:

1. The Transferor is the registered proprietor in fee simple of the land described in item 1 of the schedule ("Subdivision Land"), subject to the encumbrances set out in item 4 of the schedule.
2. The Transferor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 50041 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Transferor 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 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 on each Burdened Lot are for the benefit of those lots on the Plan described in item 3 of the Schedule ("Benefited Lots").
- 1.3 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. Restrictive Covenants

The Owner ("Transferee") of each Burdened Lot ("Land") covenants with the Transferor as follows:

2.1 For the purposes of the Restrictive Covenants:

- (a) the front building line of the residence to be constructed on the Land ("Residence") is:
 - (i) the line of the front face of the bricks of the front wall of the Residence;
 - (ii) where the front building line of any residence on a lot adjoining the Land is constructed behind the front building line of the Residence, then the front building line of the Residence shall be the same as the front building line of the residence on the lot adjoining the Land; or
 - (iii) any other front building line that the Transferor in its absolute discretion determines; and
- (b) if the Land adjoins more than one roadway the front building line includes both the front building lines from each side of the Residence facing the respective roadways.

2.2 The Transferee must not, nor permit any other party to:

- (a) erect a Residence unless:

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

Handwritten signature

J773594 RC

06 Jun 2006 13:31:19 Midland



REG \$ 80.00

LODGED BY

West Conveyancing
Licensed Real Estate & Business Settlement Agent

ADDRESS 23 BankWest Tower

108 St Georges Terrace

Perth Western Australia 6000

PHONE No. 949 6650 Fax (08) 9449 6779

LTO Box No. 162V

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace

PERTH WA 6000

Ref: CPM:2091521 (Doc#780520v1)

DP 50041 Lots 190-193, 195-201, 206-217, 220-231,
233, 240-241, 248-250, 252-260, 266-268, 314-320,
405, 408

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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 |

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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.



EXECUTED BY THE TRANSFEROR AS A DEED

SIGNED by **JOHN PAUL FORD**
as Attorney for
STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD
ACN 117 914 333
under Power of Attorney J682622
In the presence of:

P/A OK



JOHN PAUL FORD

Witness Signature 

Witness Name: Priscilla MacKinnon
Contracts Manager
Suite 1 Level 4
Witness Address: 85 South Perth Esplanade
South Perth WA

Witness Occupation:

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

10/10/2025

SCHEDULE

1. **Subdivision Land**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408, 8005, 8006, 8008, 9000, 9501, ROADS, ROAD WIDENING, EASEMENTS AND RESTRICTIVE COVENANT ON DEPOSITED PLAN 50041.

2. **Burdened Lots**

LOTS 190-193, 195-201, 206-217, 220-231, 233, 240-241, 248-250, 252-260, 266-268, 314-320, 405, 408 ON DEPOSITED PLAN 50041.

3. **Benefited Lots**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408 ON DEPOSITED PLAN 50041.

4. **Encumbrances**

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (WATER SUPPLY) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 8008, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOTS 243-246, 261-265, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (UNDERGROUND ELECTRIC) SEC 167, REG 8, P.&D. ACT TO ELECTRICITY NETWORKS CORPORATION.

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (GAS) SEC 167, REG 9, P.&D. ACT TO ALINTA GAS NETWORKS PTY LTD.

AS TO THE REMAINDER OF LOTS ON DEPOSITED PLAN 50041:

NIL.

2.3 These Restrictive Covenants will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Transferor. The Transferee will not make an application to any Court, the Commissioner or Registrar of Titles or the Department of Land Information for the partial or complete modification, removal or extinguishment of the covenants, except with the Transferor's prior written consent.

3. **Separate and Distinct**

Each Restrictive Covenant is a separate and distinct Restrictive Covenant. If any Restrictive Covenant or its application to any person or circumstances is or becomes invalid or unenforceable, 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.

4. **Term of Restrictive Covenants**

These Restrictive Covenants shall expire and cease to have effect on 31 December 2016.

- B. is set back a minimum of 4.5 metres; and
- C. does not protrude (including doors) more than 2 metres beyond the front building line;
- (iii) has a garage outside the main roof area that does not match or complement the Residence as to pitch of roof, material, design, colour and external appearance;
- (iv) has fencing, which extends forward of the front building line of the Residence unless expressly permitted by the Transferor;
- (v) in the case of a corner lot, has a blank wall or fence within 4 metres of the corner truncation of the secondary street;
- (vi) has a roof made from zincalume;
- (vii) has air conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
- (viii) has a solar hot water unit, unless the solar hot water unit is integrated with and matches the roof profile and pitch of the Residence and does not protrude above the ridge line, and is not clearly visible from the public domain;
- (ix) has TV antennae, satellite dishes or radio masts unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
- (x) has bin storage or clothes-drying areas unless they are screened from view from the public domain, except on collection days;
- (c) construct a shed:
 - (i) in the front or side yards; or
 - (ii) larger than 9m² floor area and higher (roof ridge-line) than 500mm above any surrounding fence,

(the Transferor may in its absolute discretion, permit the Transferee to construct a larger shed if it is constructed of the same materials, in the same colours, as the Residence and complements the Residence in design and style);
- (d) alter in any way any fence or retaining wall installed by the Transferor on the Land without the prior written approval of the Transferor;
- (e) in the case of a corner lot, erect a Residence unless:
 - (i) the Residence is designed to address both street frontages and uses materials and detailing that complement the front elevation; and
 - (ii) the side boundary fencing finishes at least 6 metres from the truncation of the corner;
- (f) permanently park any commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat, trailer or caravan on the Land unless invisible to public view;
- (g) carry out any repair or restoration of any motor vehicle, boat, boat trailer or any other vehicle or any other machine on the Land unless it is behind the front building line of the Residence and invisible to public view;
- (h) display a "For Sale" sign for the longer of five years after the date of this deed and before any building is erected on the Land but this restriction shall not operate to prevent the Transferee from selling or otherwise disposing of the Land without displaying a sign; nor
- (i) subdivide (including strata subdivision) the Land without the Transferor's approval.

- (i) two sets of the Transferee's elevations, floor plan and site plan have been submitted by the Transferee to the Transferor together with a design guideline check list (the form of which the Transferee has received from the Transferor or is otherwise approved by the Transferor);
 - (ii) the plans and specifications have been approved by the Transferor and appropriately endorsed;
 - (iii) where the Land is 500m² or greater the minimum living area including external cavity walls is 200m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (iv) where the Land is less than 500m², the minimum living area of the residence including external cavity walls is 140m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (v) it is a single residential dwelling and either single or double storey;
 - (vi) the Residence has a driveway:
 - A. constructed from modular material such as brick, concrete block or another segmented paving or liquid limestone;
 - B. that is completed before occupation of the Residence;
 - C. not constructed of grey, painted or in situ concrete; and
 - D. matching the location of the crossover (where a verge crossover has been constructed by the Transferor);
 - (vii) the face walls:
 - A. comprise a minimum of two colours or two materials (excluding windows and garage doors); and
 - B. are stepped for their entire height in at least one place by at least 0.6 metres;
 - (viii) the roof has:
 - A. a minimum pitch of 24° to the main roof for a single storey and 28° for a double storey; and
 - B. at least one feature where the roof is visible from the street or parkland;
 - (ix) the rear and side boundary fencing is at least 1.8 metres high and constructed of Colorbond colour Grey Ridge; and
 - (x) in the case of a wall or fence from the Residence to the boundary of an adjoining lot, that wall or fence is:
 - A. at least 1.8 metres high;
 - B. set back at least 1 metre from the corner of the Residence; and
 - C. constructed of materials consistent with the face wall or rear and side boundary fencing;
- (b) erect a Residence which:
- (i) is a kit or transportable home;
 - (ii) does not contain a double garage (not a carport) which:
 - A. is sufficient for at least two motor vehicles side-by-side;

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**BLANK INSTRUMENT FORM**

DEED OF RESTRICTIVE COVENANT

(Note 1)

ABN 66 012 878 629

THIS DEED is made the

2nd

day of

June

WESTERN AUSTRALIA STAMP DUTY

DEF 06/06/06 09:22 002672048-001

2008 FEE \$ *****

BY:

STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD (ACN 117 914 333) of Suite 1, Level 4,
South Shore Centre, 85 South Perth Esplanade, South Perth ("Transferor")
Post Office Box 498

BACKGROUND:

1. The Transferor is the registered proprietor in fee simple of the land described in item 1 of the schedule ("Subdivision Land"), subject to the encumbrances set out in item 4 of the schedule.
2. The Transferor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 50041 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Transferor 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 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 on each Burdened Lot are for the benefit of those lots on the Plan described in item 3 of the Schedule ("Benefited Lots").
- 1.3 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. Restrictive Covenants

The Owner ("Transferee") of each Burdened Lot ("Land") covenants with the Transferor as follows:

2.1 For the purposes of the Restrictive Covenants:

(a) the front building line of the residence to be constructed on the Land ("Residence") is:

- (i) the line of the front face of the bricks of the front wall of the Residence;
- (ii) where the front building line of any residence on a lot adjoining the Land is constructed behind the front building line of the Residence, then the front building line of the Residence shall be the same as the front building line of the residence on the lot adjoining the Land; or
- (iii) any other front building line that the Transferor in its absolute discretion determines; and

(b) if the Land adjoins more than one roadway the front building line includes both the front building lines from each side of the Residence facing the respective roadways.

2.2 The Transferee must not, nor permit any other party to:

(a) erect a Residence unless:

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



J773595 RC

06 Jun 2006 13:31:19 Midland



REG \$ 80.00

LODGED BY

BankWest Conveyancing
~~ADDRESS~~ Real Estate & Business Settlement Agent
Level 23 BankWest Tower
103 St Georges Terrace
Perth Western Australia 6000
~~PHONE No.~~ (08) 9449 6650 Fax (08) 9449 6779
~~FAX No.~~ LTO Box No. 162V

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace
PERTH WA 6000
Ref: CPM:2091521 (Doc#780648v1)
DP 50041 Lots 189, 194, 243-247, 251, 261-265, 406, 407

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

3/8
A

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.



EXECUTED BY THE TRANSFEROR AS A DEED

SIGNED by JOHN PAUL FORD

as Attorney for

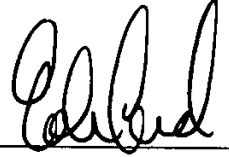
STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD

ACN 117 914 333

under Power of Attorney J682622


In the presence of:

p/a OK



JOHN PAUL FORD

Witness Signature



Witness Name:

Priscilla MacKinnon
Contracts Manager
Suite 1 Level 4
85 South Perth Esplanade
South Perth WA

Witness Address:

Witness Occupation:

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SCHEDULE**1. Subdivision Land**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408, 8005, 8006, 8008, 9000, 9501, ROADS, ROAD WIDENING, EASEMENTS AND RESTRICTIVE COVENANT ON DEPOSITED PLAN 50041.

2. Burdened Lots

LOTS 189, 194, 243-247, 251, 261-265, 406, 407 ON DEPOSITED PLAN 50041.

3. Benefited Lots

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408 ON DEPOSITED PLAN 50041.

4. Encumbrances

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (WATER SUPPLY) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 8008, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOTS 243-246, 261-265, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (UNDERGROUND ELECTRIC) SEC 167, REG 8, P.&D. ACT TO ELECTRICITY NETWORKS CORPORATION.

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (GAS) SEC 167, REG 9, P.&D. ACT TO ALINTA GAS NETWORKS PTY LTD.

AS TO LOTS 190-193, 195-201, 206-217, 220-231, 233, 240-241, 248-250, 252-260, 266-268, 314-320, 405, 408 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO THE REMAINDER OF LOTS ON DEPOSITED PLAN 50041:

NIL.

from selling or otherwise disposing of the Land without displaying a sign; nor

- (i) subdivide (including strata subdivision) the Land without the Transferor's approval.

2.3 These Restrictive Covenants will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Transferor. The Transferee will not make an application to any Court, the Commissioner or Registrar of Titles or the Department of Land Information for the partial or complete modification, removal or extinguishment of the covenants, except with the Transferor's prior written consent.

3. **Separate and Distinct**

Each Restrictive Covenant is a separate and distinct Restrictive Covenant. If any Restrictive Covenant or its application to any person or circumstances is or becomes invalid or unenforceable, 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.

4. **Term of Restrictive Covenants**

These Restrictive Covenants shall expire and cease to have effect on 31 December 2016.

- A. is sufficient for at least two motor vehicles side-by-side;
 - B. is set back a minimum of 4.5 metres; and
 - C. does not protrude (including doors) more than 2 metres beyond the front building line;
- (iii) has a garage outside the main roof area that does not match or complement the Residence as to pitch of roof, material, design, colour and external appearance;
 - (iv) has fencing, which extends forward of the front building line of the Residence unless expressly permitted by the Transferor;
 - (v) in the case of a corner lot, has a blank wall or fence within 4 metres of the corner truncation of the secondary street;
 - (vi) has a roof made from zincalume;
 - (vii) has air conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
 - (viii) has a solar hot water unit, unless the solar hot water unit is integrated with and matches the roof profile and pitch of the Residence and does not protrude above the ridge line, and is not clearly visible from the public domain;
 - (ix) has TV antennae, satellite dishes or radio masts unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
 - (x) has bin storage or clothes-drying areas unless they are screened from view from the public domain, except on collection days;
- (c) construct a shed:
- (i) in the front or side yards; or
 - (ii) larger than 9m² floor area and higher (roof ridge-line) than 500mm above any surrounding fence,
- (the Transferor may in its absolute discretion, permit the Transferee to construct a larger shed if it is constructed of the same materials, in the same colours, as the Residence and complements the Residence in design and style);
- (d) alter in any way any fence or retaining wall installed by the Transferor on the Land without the prior written approval of the Transferor;
- (e) in the case of a corner lot, erect a Residence unless:
- (i) the Residence is designed to address both street frontages and uses materials and detailing that complement the front elevation; and
 - (ii) the side boundary fencing finishes at least 6 metres from the truncation of the corner;
- (f) permanently park any commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat, trailer or caravan on the Land unless invisible to public view;
- (g) carry out any repair or restoration of any motor vehicle, boat, boat trailer or any other vehicle or any other machine on the Land unless it is behind the front building line of the Residence and invisible to public view;
- (h) display a "For Sale" sign for the longer of five years after the date of this deed and before any building is erected on the Land but this restriction shall not operate to prevent the Transferee

- (i) two sets of the Transferee's elevations, floor plan and site plan have been submitted by the Transferee to the Transferor together with a design guideline check list (the form of which the Transferee has received from the Transferor or is otherwise approved by the Transferor);
 - (ii) the plans and specifications have been approved by the Transferor and appropriately endorsed;
 - (iii) where the Land is 500m² or greater the minimum living area including external cavity walls is 200m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (iv) where the Land is less than 500m², the minimum living area of the residence including external cavity walls is 140m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (v) it is a single residential dwelling that is double storey (not including a loft as a storey) unless the Transferor provides its prior written approval to a single storey residential dwelling, which the Transferor may grant in its absolute discretion;
 - (vi) the Residence has a driveway:
 - A. constructed from modular material such as brick, concrete block or another segmented paving or liquid limestone;
 - B. that is completed before occupation of the Residence;
 - C. not constructed of grey, painted or in situ concrete; and
 - D. matching the location of the crossover (where a verge crossover has been constructed by the Transferor);
 - (vii) the face walls:
 - A. comprise a minimum of two colours or two materials (excluding windows and garage doors); and
 - B. are stepped for their entire height in at least one place by at least 0.6 metres;
 - (viii) the roof has:
 - A. a minimum pitch of 24° to the main roof for a single storey and 28° for a double storey; and
 - B. at least one feature where the roof is visible from the street or parkland;
 - (ix) the rear and side boundary fencing is at least 1.8 metres high and constructed of Colorbond colour Grey Ridge; and
 - (x) in the case of a wall or fence from the Residence to the boundary of an adjoining lot, that wall or fence is:
 - A. at least 1.8 metres high;
 - B. set back at least 1 metre from the corner of the Residence; and
 - C. constructed of materials consistent with the face wall or rear and side boundary fencing;
- (b) erect a Residence which:
- (i) is a kit or transportable home;
 - (ii) does not contain a double garage (not a carport) which:

BLANK INSTRUMENT FORM**DEED OF RESTRICTIVE COVENANT**

(Note 1)

ABN 66 012 878 629

THIS DEED is made the 2nd day of June

BY: STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD (ACN 117 914 333) of Suite 1 Level 4, South Shore Centre, 85 South Perth Esplanade, South Perth ("Transferor")
Post Office Box 498

WESTERN AUSTRALIA STAMP DUTY
2006/06/06 09:23 002672048-003
FEE \$ *****
SD \$ ***** PEN *****

BACKGROUND:

- The Transferor is the registered proprietor in fee simple of the land described in item 1 of the schedule ("Subdivision Land"), subject to the encumbrances set out in item 4 of the schedule.
- The Transferor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 50041 ("Plan").
- In accordance with section 136D of the Transfer of Land Act, the Transferor 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 will be noted on each Certificate of Title for each Burdened Lot.

OPERATIVE PART:

- Certificate of Title**
 - Each Certificate of Title, which issues for a Burdened Lot shall be encumbered by the Restrictive Covenants.
 - The Restrictive Covenants on each Burdened Lot are for the benefit of those lots on the Plan described in item 3 of the Schedule ("Benefited Lots").
 - 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.
- Restrictive Covenants**

The Owner ("Transferee") of each Burdened Lot ("Land") covenants with the Transferor as follows:

 - For the purposes of the Restrictive Covenants:
 - the front building line of the residence to be constructed on the Land ("Residence") is:
 - the line of the front face of the bricks of the front wall of the Residence;
 - where the front building line of any residence on a lot adjoining the Land is constructed behind the front building line of the Residence, then the front building line of the Residence shall be the same as the front building line of the residence on the lot adjoining the Land; or
 - any other front building line that the Transferor in its absolute discretion determines; and
 - if the Land adjoins more than one roadway the front building line includes both the front building lines from each side of the Residence facing the respective roadways.
 - The Transferee must not, nor permit any other party to:
 - erect a Residence unless:

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



J773596 RC

06 Jun 2006 13:31:19 Midland



REG \$ 80.00

LODGED BY

BankWest Conveyancing
Licensed Real Estate & Business Settlement Agent

ADDRESS 23 BankWest Tower

108 St Georges Terrace
Perth Western Australia 6000

PHONE No. (08) 9449 6650 Fax (08) 9449 6779

LTO Box No. 162V
FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace
PERTH WA 6000
Ref: CPM:2091521 (Doc#780969v1)
DP 50041 Lots 239, 321-328

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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 |
- Handwritten signature and 'A' mark*

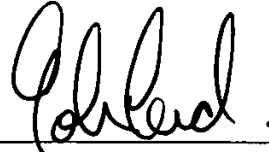
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



EXECUTED BY THE TRANSFEROR AS A DEED

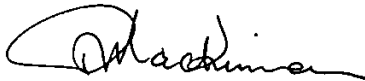
PLA OK

SIGNED by **JOHN PAUL FORD**
as Attorney for
STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD
ACN 117 914 333
under Power of Attorney J682622
In the presence of:



JOHN PAUL FORD

Witness Signature



Witness Name:

Priscilla MacKinnon
Contracts Manager
Suite 1 Level 4
85 South Perth Esplanade
South Perth WA

Witness Address:

Witness Occupation:



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SCHEDULE**1. Subdivision Land**

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408, 8005, 8006, 8008, 9000, 9501, ROADS, ROAD WIDENING, EASEMENTS AND RESTRICTIVE COVENANT ON DEPOSITED PLAN 50041.

2. Burdened Lots

LOTS 239, 321-328 ON DEPOSITED PLAN 50041.

3. Benefited Lots

LOTS 189-201, 206-217, 220-231, 233-241, 243-268, 314-328, 405-408 ON DEPOSITED PLAN 50041.

4. Encumbrances

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (WATER SUPPLY) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOT 8008, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (SEWERAGE) SEC 167, REG 6, P.&D. ACT TO WATER CORPORATION.

AS TO LOTS 243-246, 261-265, 9000 ON DEPOSITED PLAN 50041:

EASEMENT (UNDERGROUND ELECTRIC) SEC 167, REG 8, P.&D. ACT TO ELECTRICITY NETWORKS CORPORATION.

AS TO LOTS 243-246, 261-265 ON DEPOSITED PLAN 50041:

EASEMENT (GAS) SEC 167, REG 9, P.&D. ACT TO ALINTA GAS NETWORKS PTY LTD.

AS TO LOTS 190-193, 195-201, 206-217, 220-231, 233, 240-241, 248-250, 252-260, 266-268, 314-320, 405, 408 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO LOTS 189, 194, 243-247, 251, 261-265, 406, 407 ON DEPOSITED PLAN 50041:

RESTRICTIVE COVENANT SEC 136D OF THE T.L.A.

AS TO THE REMAINDER OF LOTS ON DEPOSITED PLAN 50041:

NIL.

(i) for the purposes of constructing the Residence:

- (i) access the Land from Wright Road;
- (ii) access the Land other than from the rear of the Land; or
- (iii) park any vehicle on the landscaped verge of Wright Road.

2.3 These Restrictive Covenants will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Transferor. The Transferee will not make an application to any Court, the Commissioner or Registrar of Titles or the Department of Land Information for the partial or complete modification, removal or extinguishment of the covenants, except with the Transferor's prior written consent.

3. **Separate and Distinct**

Each Restrictive Covenant is a separate and distinct Restrictive Covenant. If any Restrictive Covenant or its application to any person or circumstances is or becomes invalid or unenforceable, 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.

4. **Term of Restrictive Covenants**

These Restrictive Covenants shall expire and cease to have effect on 31 December 2016.

- B. is set back a minimum of 4.5 metres; and
- C. does not protrude (including doors) more than 2 metres beyond the front building line;
- (iii) has a garage outside the main roof area that does not match or complement the Residence as to pitch of roof, material, design, colour and external appearance;
- (iv) has fencing, which extends forward of the front building line of the Residence unless expressly permitted by the Transferor;
- (v) in the case of a corner lot, has a blank wall or fence within 4 metres of the corner truncation of the secondary street;
- (vi) has a roof made from zincalume;
- (vii) has air conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
- (viii) has a solar hot water unit, unless the solar hot water unit is integrated with and matches the roof profile and pitch of the Residence and does not protrude above the ridge line, and is not clearly visible from the public domain;
- (ix) has TV antennae, satellite dishes or radio masts unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
- (x) has bin storage or clothes-drying areas unless they are screened from view from the public domain, except on collection days;
- (c) construct a shed:
 - (i) in the front or side yards; or
 - (ii) larger than 9m² floor area and higher (roof ridge-line) than 500mm above any surrounding fence,

(the Transferor may in its absolute discretion, permit the Transferee to construct a larger shed if it is constructed of the same materials, in the same colours, as the Residence and complements the Residence in design and style);
- (d) alter in any way any fence or retaining wall installed by the Transferor on the Land without the prior written approval of the Transferor;
- (e) in the case of a corner lot, erect a Residence unless:
 - (i) the Residence is designed to address both street frontages and uses materials and detailing that complement the front elevation; and
 - (ii) the side boundary fencing finishes at least 6 metres from the truncation of the corner;
- (f) permanently park any commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat, trailer or caravan on the Land unless invisible to public view;
- (g) carry out any repair or restoration of any motor vehicle, boat, boat trailer or any other vehicle or any other machine on the Land unless it is behind the front building line of the Residence and invisible to public view;
- (h) display a "For Sale" sign for the longer of five years after the date of this deed and before any building is erected on the Land but this restriction shall not operate to prevent the Transferee from selling or otherwise disposing of the Land without displaying a sign;
- (i) subdivide (including strata subdivision) the Land without the Transferor's approval; nor

- (i) two sets of the Transferee's elevations, floor plan and site plan have been submitted by the Transferee to the Transferor together with a design guideline check list (the form of which the Transferee has received from the Transferor or is otherwise approved by the Transferor);
 - (ii) the plans and specifications have been approved by the Transferor and appropriately endorsed;
 - (iii) where the Land is 500m² or greater the minimum living area including external cavity walls is 200m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (iv) where the Land is less than 500m², the minimum living area of the residence including external cavity walls is 140m², excluding in all cases, verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - (v) it is a single residential dwelling and either single or double storey;
 - (vi) the Residence has a driveway:
 - A. constructed from modular material such as brick, concrete block or another segmented paving or liquid limestone;
 - B. that is completed before occupation of the Residence;
 - C. not constructed of grey, painted or in situ concrete; and
 - D. matching the location of the crossover (where a verge crossover has been constructed by the Transferor);
 - (vii) the face walls:
 - A. comprise a minimum of two colours or two materials (excluding windows and garage doors); and
 - B. are stepped for their entire height in at least one place by at least 0.6 metres;
 - (viii) the roof has:
 - A. a minimum pitch of 24° to the main roof for a single storey and 28° for a double storey; and
 - B. at least one feature where the roof is visible from the street or parkland;
 - (ix) the rear and side boundary fencing is at least 1.8 metres high and constructed of Colorbond colour Grey Ridge; and
 - (x) in the case of a wall or fence from the Residence to the boundary of an adjoining lot, that wall or fence is:
 - A. at least 1.8 metres high;
 - B. set back at least 1 metre from the corner of the Residence; and
 - C. constructed of materials consistent with the face wall or rear and side boundary fencing;
- (b) erect a Residence which:
- (i) is a kit or transportable home;
 - (ii) does not contain a double garage (not a carport) which:
 - A. is sufficient for at least two motor vehicles side-by-side;

BLANK INSTRUMENT FORM**DEED OF RESTRICTIVE COVENANT**

(Note 1)

THIS DEED is made the 2ndday of June 2006.

BY: STOCKLAND WA DEVELOPMENT (VERTU SUB 1) PTY LTD (ACN 1179 14338) of South Perth Level 4,
 South Shore Centre, 85 South Perth Esplanade, South Perth ("Transferor")
 Post Office Box 498

ABN 86 012 878 629

WESTERN AUSTRALIA

DATE 06/06/06 09:24 002672048-004

FEE \$ *****

SD \$ *****20.00 PEN *****.00

BACKGROUND:

1. The Transferor is the registered proprietor in fee simple of the land described in item 1 of the schedule ("Subdivision Land"), subject to the encumbrances set out in item 4 of the schedule.
2. The Transferor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 50041 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Transferor 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 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 on each Burdened Lot are for the benefit of those lots on the Plan described in item 3 of the Schedule ("Benefited Lots").
- 1.3 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. **Restrictive Covenants**

The Owner ("Transferee") of each Burdened Lot ("Land") covenants with the Transferor as follows:

2.1 For the purposes of the Restrictive Covenants:

- (a) the front building line of the residence to be constructed on the Land ("Residence") is:
 - (i) the line of the front face of the bricks of the front wall of the Residence;
 - (ii) where the front building line of any residence on a lot adjoining the Land is constructed behind the front building line of the Residence, then the front building line of the Residence shall be the same as the front building line of the residence on the lot adjoining the Land; or
 - (iii) any other front building line that the Transferor in its absolute discretion determines; and
- (b) if the Land adjoins more than one roadway the front building line includes both the front building lines from each side of the Residence facing the respective roadways.

2.2 The Transferee must not, nor permit any other party to:

- (a) erect a Residence unless: