

INSTRUCTIONS

1. This form may be used only when a 'Box Type' form is not provided or is unsuitable. It may be completed in narrative style.
2. If there is insufficient space Additional Sheet, Approval No B1191, should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

N963228 RC

13 Aug 2018 14:44:01 Perth



LODGED BY

ADDRESS

**PO BOX 1605
MORLEY WA 6062**

PHONE NO.

9272 7557

FAX NO.

9272 7549

REFERENCE

ISSUING BOX NO.

3032

PREPARED BY

Minter Ellison

ADDRESS

Allendale Square
77 St Georges Terrace
PERTH WA 6000

PHONE NO. (08) 6189 7895

FAX NO. (08) 6189 7995

REFERENCE

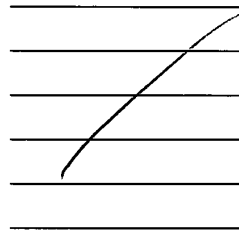
TRL: JLP: 1212453

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



TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- 1.
- 2.
- 3.
- 4.
- 5.
- 3.



Received items

Nos.

0

Receiving Clerk

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

ADDITIONAL PAGE TO DEED OF RESTRICTIVE COVENANT

Springtime Riverside Stage 5 - (Deposited Plan 413471)

Page No. 1 of 1

Pages.

Dated

REQUIRED CONSENT

Westpac Banking Corporation being the Mortgagee named:

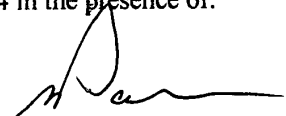
- (a) in Mortgage N847697 registered as an encumbrance over that part of the Land comprising Lot 9010 on Deposited Plan 69253, part of the land in Certificate of Title Volume 2946 Folio 111; and
- (b) in Mortgage N847697 registered as an encumbrance over that part of the Land comprising Lot 9003 on Deposited Plan 404178, part of the land in Certificate of Title Volume Folio

HEREBY CONSENTS to this Deed.

Dated 9th August 2018

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s) under power of attorney
dated 17 January 2001 registered book
H663334 in the presence of:

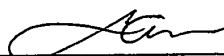
)
) By executing this document the attorney
) states that they have received no notice of
) revocation of the power of attorney
)
)



Witness (signature)

ANDREW ANTHONY POWELL

Name of Witness (print name)



Attorney (signature)
LISA CHI LOH

Tier 3

Name and Tier of Attorney (print)

EXECUTED as a Deed

Executed by **DAWS & SON PTY LTD (ACN 008 749 942)** in accordance with section 127 of the Corporations Act by authority of its directors

Signature of director

NICHOLAS SHERRIN Daws
Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

GRAHAM RICHARD Daws
Name of director/company secretary (print)

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Encumbrances

- (a) As to that part of the Land comprising Lot 9010 - Mortgage N847697 to Westpac Banking Corporation.
- (b) As to that part of the Land comprising Lot 9003 - Mortgage N847697 to Westpac Banking Corporation.

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3.4 Fencing

- (a) construct or permit to be constructed on the Lot any front fence or fence forward of the front face brickwork of the house, or adjoining house with a greater front set back, unless the front fencing as viewed from the street or a public space is less than 1.8 metres high and is at least 50% visually permeable above 900mm high and constructed:
 - (i) predominantly of the same material as the main dwelling, being of limestone, rendered concrete, clay brick or other similar material; and
 - (ii) with materials and colours that are consistent or complementary to the primary street elevation finishes;
- (b) erect or permit to be erected any boundary fencing unless it is constructed of Colorbond 'Wavelock' in 'Grey Ridge' colour or constructed from masonry or brick predominantly in the same style or construction as the house;
- (c) take or permit any action to be taken to alter, mark or remove any wall or fence constructed by Daws on or about any of the boundaries of the Lot, permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, permit any roots or any tree, plant or building or other thing on the Lot to cause such wall or fence to become structurally unsound and alter such wall or fence without the prior written consent of Daws;
- (d) alter the surface level of the Lot without the express permission of Daws; and
- (e) occupy the Lot prior to completion of the fencing.

3.5 Landscaping

- (a) permit garden areas on the Lot and within public view to remain unlandscaped after 3 months of occupation of any house on the Lot, including adjoining road verges; and
- (b) in the case of display homes, permit the garden areas on the Lot to remain unlandscaped following practical completion of the display home.

3.6 Repairs

carry out or permit to be carried out on the Lot any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

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SCHEDULE

1. Land

- (a) Part of Lot 9003 on Deposited Plan 404178, being part of the land in Certificate of Title Volume Folio (Lot 9003); and
- (b) Part of Lot 9010 on Deposited Plan 69253, being part of the land in Certificate of Title Volume 2946 Folio 111 (Lot 9010).

2. Lots

Lots 326 to 345 (inclusive), 401 to 415 (inclusive), 1183, 1215 to 1217 (inclusive) and 1366 on the Plan.

3. Protective Covenant

The proprietors of each of the Lots will not:

3.1 Dwelling

construct or permit to be constructed on the Lot any house unless the house:

- (a) demonstrates strong architectural character and incorporates the use of colour and materials to provide considerable interest and individuality particularly the front elevation;
- (b) has a clearly defined entry;
- (c) has a facade treatment with a feature element and degree of articulation designed to avoid straight flat sections to front walls; and
- (d) is constructed in accordance with the Wungong Urban Project and is guided by the Armadale Redevelopment Scheme No 2 and the Wungong Urban Water Project Area Design Guidelines (draft).

3.2 Parking and storeroom

construct or permit to be constructed on the Lot:

- (a) a driveway and the crossover between the road and the parking area on the Lot which are not constructed and completed prior to occupation of the house;
- (b) a driveway and crossover which is not constructed of segregated pavers or quality in-situ concrete finished with a pattern or limestone washed aggregate or similar; or
- (c) a driveway which is wider than 6 metres at the street boundary of the Lot or less than 0.6 metres to the side boundary.

3.3 Appearance

erect or permit to be erected on the Lot:

- (a) a letter box that is not clearly numbered, constituted to match the style, colour and materials of the house; or
- (b) a 'for sale' sign for a period of 2 years after the settlement date for the sale of the Lot unless the Lot is used for the purpose of a display home.

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- (d) An obligation, covenant, representation or warranty on the part of 2 or more persons binds them jointly and each of them severally.
- (e) A reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group.
- (f) A reference to a clause or paragraph, the Schedule or an annexure is a reference to a clause or paragraph in this Deed and the Schedule and the relevant annexure to this Deed respectively.
- (g) The index and all headings has been included for ease of reference only and they are not to be used to construe or interpret any part of this Deed.

2. SECTION 136D OF THE TRANSFER OF LAND ACT 1893

Pursuant to section 136D of the *Transfer of Land Act 1893*, Daws requires each certificate of title which issues for the Lots to be encumbered by the Protective Covenant.

3. LAND TO BE BURDENED BY THE PROTECTIVE COVENANT

Daws intends the burden of the Protective Covenant to:

- (a) run with the land described in the certificates of title for the Lots; and
- (b) be enforceable by Daws and each and every subsequent registered proprietor of the Lots.

4. LAND TO BE BENEFITED BY THE PROTECTIVE COVENANT

Daws intends the benefit of the Protective Covenant to be for the Lots.

5. TERM OF THE PROTECTIVE COVENANT

The Protective Covenant shall expire and cease to have effect from and including 5 years from the date of issue of the certificates of title to the Lots.

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED OF RESTRICTIVE COVENANT – Springtime
Riverside Stage 5 - (Deposited Plan 413471)

(Note 1)

DEED dated 8 August 2018

BY DAWES & SON PTY LTD ACN 008 749 942 of Level 4, 72 Kings Park Road, West Perth,
Western Australia (Daws)

RECITALS

- A. Daws is the registered proprietor of the Land.
- B. Daws intends to subdivide the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893* Daws requires the Lots to be encumbered by the Protective Covenant so that the Protective Covenant will be noted on the Plan and when individual certificates of title issue for the Lots, the burden of the Protective Covenant is to be registered as an encumbrance on the certificates of title.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires or a contrary intention appears:

Land means the land described in item 1 of the Schedule;

Lots means the lots described in item 2 of the Schedule;

Plan means Deposited Plan 413471;

Protective Covenant means the restrictive covenant specified in item 3 of the Schedule; and

Schedule means the Schedule to this Deed.

1.2 Interpretation

- (a) A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation's successors and assigns.
- (b) A reference to any person if that person ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions.
- (c) An obligation, covenant, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them severally.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N963228] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

27/9/2018 15:04:33

Registration date amended to 27.9.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N963227.