

**INSTRUCTIONS**

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

**NOTES**

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

OFFICE USE ONLY

**J218568 RC**

18 Mar 2005 10:12:09 Bunbury



REG \$ 79.00

LODGED BY

ADDRESS

*Naturalists Settlements*

PO BOX 311, BUSSELTON 6230

PHONE No. (08) 9754 1003 FAX: (08) 9754 1158

FAX No

REFERENCE No.

ISSUING BOX No. *999 L*

PREPARED BY

**BEERE MAY & MEYER**

ADDRESS **P.O. Box 953, Busselton 6280**

**Phone (08) 9752 4166**

PHONE No. **Fax (08) 9754 1732**  
FAX No.

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

[Empty box for instructions]

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

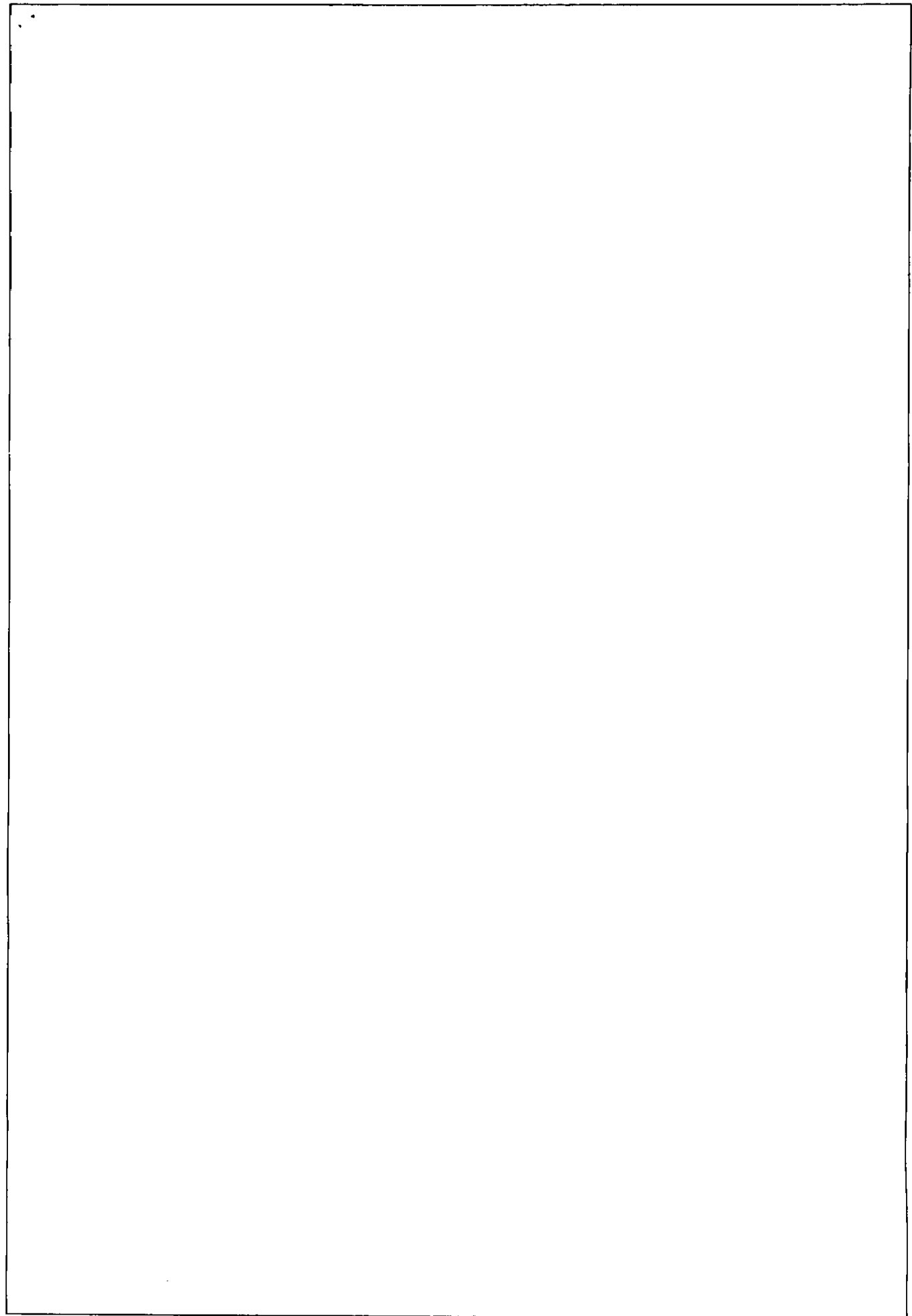
1. <i>letter</i>	Received Items
2. _____	Nos.
3. _____	
4. _____	/
5. _____	
6. _____	Receiving Clerk <i>[Signature]</i>

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.

EXAMINED

*C/R.*





### Mortgagee's Consent

WESTPAC BANKING CORPORATION also known as CHALLENGE BANK LIMITED ACN 007 457 141 as the Mortgagee of Mortgage No. G800919 HEREBY CONSENTS to the within Restrictive Covenant being endorsed on the lots referred to in this Deed.

### EXECUTED BY WESTPAC BANKING CORPORATION


I certify that the Attorney for the mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

SIGNED by Jason Dervan as attorney for Westpac Banking Corporation under power of attorney Registered No. H663334.

Signature of Witness:  .....

Name of Witness: Peter Renwick .....

Address of Witness: 360 Collins Street, Melbourne

 .....

(Signature) Tier Three Attorney  
By executing this instrument the attorney states that attorney has received no notice of the revocation of power of attorney.

**ADDITIONAL PAGE TO RESTRICTIVE COVENANT**

Dated 8. March 2005

5. Not within the portion of Lot 210 on the Plan which is to the south of an imaginary line drawn parallel with and 15 metres to the north of the southern-most boundary of the Lot:

- (a) erect bring on to or affix any building or other construction, or
- (b) clear any trees or vegetation except for the purposes of complying with the Bush Fires Act 1954 (as amended) or where such trees or vegetation are dead, diseased or dangerous.

**PART VI**

**Encumbrances**

Mortgage G800919 in favour of Westpac Banking Corporation.

The Common Seal of EASTLANE )  
PTY LTD ACN 009 465 883 is hereunto )  
affixed in the presence of: )



*Alex Mearns*  
.....  
ALEX MEARNS

Director

*Robert Pappin*  
.....  
ROBERT PAPPIN

~~Director~~/Secretary

- (b) any single dwelling having a floor area of less than 140 square metres or multiple dwellings having a floor area of less than 125 square metres each (which calculations include any front verandah or portico on the front street elevation to a maximum of 10 square metres but exclude the area of a garage, carport and patio);
  - (c) recycled second-hand relocated transportable or fibro-clad dwellings;
  - (d) any dwelling which does not comply with the Brookfield Private Estate Building Development Guidelines, a copy of which is annexed hereto;
  - (e) any clothes line, rubbish disposal container, incinerator, or compost tumbler unscreened from Public Open Space or the street; or
  - (f) any radio or television antenna or mast.
2. Not to erect, bring on to or affix to any Lot any building or other construction unless the building comprises a dwelling home and ancillary buildings, with external walls (other than glazed areas) constructed entirely in non-reflective materials comprising (except for walls above dado height which may be fibrous cement or hardiplank) natural timber, rammed earth, rammed limestone, earth or limestone blocks, limestone facing, stone, brick, weatherboard, weathertex boards or Colorbond as a feature on less than fifty percent of the street elevation wall of such building. The roofing material shall not be any material other than Colorbond steel or tiled and shall not be unpainted zincalume nor Colorbond or tiles in pink tones. No roof on any such building shall be pitched at an angle less than 25 degrees or greater than 45 degrees unless the roof is a curved roof.
3. Not to erect any fence upon any Lot:
- (a) abutting public open space; or
  - (b) abutting a road boundary unless the Lot has a secondary street frontage in which case the fence shall not be erected on the primary street frontage; or
  - (c) where any existing fence is erected, other than by way of maintenance, repair or replacement of that existing fence with another of the same design, construction and appearance,
- and subject to the above where a fence may, pursuant to these covenants, be erected, it shall not be of any material or in any colour other than mist green Colorbond steel.
4. Not to park any boat or caravan nor repair any motor vehicle, boat or machinery on any part of any Lot that is visible from the street frontage of that Lot.

**ADDITIONAL PAGE TO RESTRICTIVE COVENANT**

Dated 8. March 2005

**THE SCHEDULE****PART I****The Covenantor**

EASTLANE PTY LTD (ACN 009 465 883) formerly of 12 Prince Street, Busselton, Western Australia but now of 48 Albert Street Busselton Western Australia. ✓

**PART II****The Land**

Lot 9002 on Deposited Plan 41569 being the whole of the land comprised in Certificate of Title Volume 2580 Folio 437.

**PART III****The Benefiting Lots**

Lots 179 to 181 inclusive, 185 to 199 inclusive, 210 to 212 inclusive, and 218 to 256 inclusive.

**PART IV****The Burdened Lots**

Lots 179 to 181 inclusive, 185 to 199 inclusive, 210 to 212 inclusive, and 218 to 256 inclusive.

**PART V****The Restrictive Covenant**

1. Not to erect or permit to be erected upon any Lot:
  - (a) a "For Sale" sign until a dwelling has been constructed upon the Lot (provided that this restriction shall not prevent the Covenantor or the registered proprietor from time to time from selling or otherwise disposing of the Lot);

- (b) the burden of the covenants in this Deed will be attached to and burden each of the Lots numbered and described in Part IV of the Schedule hereto on the Plan ("the Burdened Lots").

### 3. Restrictive Covenant

The Covenantor as the proprietor of the Land and of each of the Lots on the proposed Plan, more particularly described in Clause 2 hereof and the Schedule hereto with the intent the Restrictive Covenant shall burden and benefit the Benefiting Lots and the Burdened Lots described in this deed, covenants and agrees in the manner set out in part V of the Schedule hereto.

### 4. Definitions

For the purpose of this Deed:

- (a) "Lot" means each Lot as described on the Plan;
- (b) "Plan" means Deposited Plan 45232;
- (c) "Land" means the Land described in the Schedule hereto;
- (d) "Restrictive Covenant" means the Restrictive Covenant contained in this deed;
- (e) "Encumbrances" means the encumbrances named in Part VI of the Schedule hereto.

### 5. Signing of documents

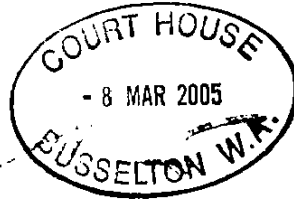
The Covenantor will sign all other documents and do any thing reasonably required to give effect to this Deed and in particular will sign any other document required to register the Restrictive Covenant contained in this Deed against the Certificate of Title for each Burdened Lot as defined in Part IV of the Schedule.

### 6. Encumbrances

Where the Land is encumbered with Encumbrances, the Covenantor shall obtain the consent of each Mortgagee named in Part VI of the Schedule.

### 7. Headings

The headings in this Deed are for information purposes only and do not form part of this Deed and shall not be taken into account in interpreting this Deed.



Busselton Court  
4/1/05  
2004/0217480 Total:  
Amount Tendered  
Date of Sale

**BLANK INSTRUMENT FORM**

**RESTRICTIVE COVENANT**

(Note 1)

**RESTRICTIVE COVENANT**

**Pursuant to Section 136D of the Transfer of Land Act**

**THIS DEED** is made the 8<sup>TH</sup> day of MARCH, 2005.

**BY:** the person or persons whose particulars appear in Part I of the Schedule hereto ("the Covenantor").

**WHEREAS:**

- A. The Covenantor is the Proprietor of the Land described in Part II of the Schedule hereto (hereinafter called "the Land") which the Covenantor proposes to subdivide in accordance with the Plan defined in clause 4 hereof (hereinafter called "the Plan").
- B. The Covenantor wishes to ensure the Lots the subject of the Plan have the burden and benefit of the Restrictive Covenant set out hereafter.

**OPERATIVE PART**

**1. Section 136D – Registration**

The Covenantor pursuant to Section 136D of the Transfer of Land Act covenants and agrees the following Restrictive Covenants as set out in this Deed will be registered against the Certificate of Title for each of the Lots contained in the Plan.

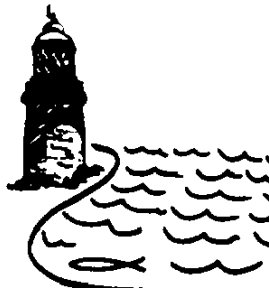
**2. Benefit and Burden of Restrictive Covenants**

The Covenantor acknowledges and agrees:

- (a) the benefit of the covenants in this Deed will be attached to and for the benefit of each of the Lots referred to in Part III of the Schedule hereto and being part of the Land ("the Benefiting Lots");



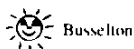




# Naturaliste Settlements

Real Estate & Business Settlement Agents  
Associate Australian Institute of Conveyancers

ADDRESS:  
57 Duchess Street, Busselton  
POSTAL:  
P.O.Box 311, Busselton WA 6280  
TEL: (08) 9754 1003  
FAX: (08) 9754 1158  
Email: natsets@bigpond.com  
Licencee: JACK O MALLEY A.A.I.C.



ABN 92 068 183 856

Date : 17<sup>th</sup> March 2005

Registrar of Titles DLI-Bunbury  
Bunbury Tower  
61 Victoria Street  
Bunbury WA 6230

Dear Sir or Madam

Please find attached the following :

Stamped Form B2 Restrictive Covenant which needs to be included on titles for  
Deposited Plan 45232 [WAPC REF : 120552].

Lodgement form and registration fee of \$79,00.

Would you please lodge the documents on our behalf.

Best Regards

Jack O'Malley  
Principal  
Naturaliste Settlements