

INSTRUCTIONS

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

NOTES

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

EXAMINED

J958836 RC

20 Oct 2006 10:13:54 Perth



REG \$ 82.00

LODGED BY **BEERE & MEYER** *WORLDWIDE SETTLEMENTS*

ADDRESS ~~P.O. BOX 953~~ *145 ORR ST*
~~BUSSELTON WA 6280~~ *WEST PERTH*

PHONE No. 9752 4166 *94914506*

FAX No. 9754 1732 *94815051*

REFERENCE No. JM:060457

ISSUING BOX No. *403 A*

PREPARED BY **BEERE & MEYER**

ADDRESS P.O. BOX 953
BUSSELTON WA 6280

PHONE No. 9752 4166 FAX No. 9754 1732

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

2/3

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1.	_____	Received Items	<i>1</i>
2.	<i>ACCEPTANCE</i>	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.



(4) On any Lot:

- (a) not to park any boat, commercial vehicle with aggregate weight greater than 3.5 tonnes or caravan, nor repair any motor vehicle, boat, commercial vehicle or machinery on any part of the Lot or adjacent street or road or laneway that is visible from the street, road or laneway abutting the Lot;
- (b) occupy or cause to be occupied any residential dwelling until such time as the driveway referred to in Covenant (1)(i) hereof has been constructed.

PART VII

The Expiry Date

31 December 2020

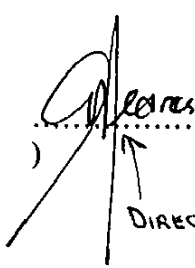

PART VIII

Encumbrances

Mortgage J352077 to Westpac Banking Corporation

Executed by BROOKFIELD ESTATE PTY LTD
(ABN 21 475 022 530) pursuant to Section 127
of the Corporations Act 2001 by:)

Signed for and on behalf of)
BROOKFIELD ESTATE PTY LTD)
(ACN 111 884 667) by authority)
of its Director/Secretary in accordance)
with section 127 of the Corporations Law)

 Director/Secretary - STEPHEN JOHN COURT
 DIRECTOR - ALEX GOLDSMITH MEAKES

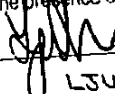
Mortgagee Consent


Westpac Banking Corporation (ACN 007 457 141) of 109 St George's Terrace, Perth, Western Australia as the Mortgagee named in Mortgage No J352077 HEREBY CONSENTS to the terms of this Deed and to the Restrictive Covenants being endorsed as an encumbrance on the lots referred to in this Deed.

Executed by WESTPAC BANKING CORPORATION ABN 33 007 457 141 by being signed in Western Australia by its Attorneys

Karen Jean Paull
Under Power of Attorney No. H663334

who declares that they hold the office in the Bank indicated under their signature in the presence of

Witness  LJUBISA MILOVANOVIC


5/9/06

- (d) unless the garage or carport floor level does not exceed 0.7 metres above any part of the road edge abutting the driveway or, in the case of a lot that gains access from a laneway, the garage floor level shall not exceed 0.3 metres above any part of the laneway edge adjacent the garage;
- (e) unless the retaining walls are no greater than 1.0 metres above or below the natural ground level at that point of the lot and constructed of brick, stone, limestone, or coloured interlocking concrete and approved by the Local Authority;
- (f) unless the shed is located to the rear of the residential dwelling and if the floor area exceeds 25 square metres or is visibly prominent, then it shall be constructed of a similar material and colour as the residential dwelling;
- (g) any residential dwelling or ancillary buildings the construction of which is restricted in the manner specified herein and which do not comply with the Guidelines. Where there is any dispute or difference between the wording of the Restrictive Covenant contained herein and the Guidelines, the terms and provisions of the Guidelines shall prevail.

(3) Not to erect any fence upon a Lot:

- (a) for boundaries other than primary or secondary streetfront boundaries, unless the fence is "mist green" colour colorbond sheeting to a height of 1.8 metres and this fence shall not extend closer than 6.0 metres to the street boundary and which do not breach any provision of the Guidelines;
- (b) for primary street boundaries, the fence shall be painted picket to a maximum fence height of 1.2 metres above the lot level or a combination of visually permeable infill of wrought iron, tubular steel or painted pickets along with solid piers and plinth in brick, stone or rendered masonry where the solid portion of the fence (other than the piers) shall be a maximum height of 0.6 metres and the overall maximum fence height shall be 1.2 metres above the lot level and not more than 1.8 metres above the adjacent street verge level and which do not breach any provision of the Guidelines;
- (c) for secondary street boundaries, unless the fence is a solid material and colour consistent with the residential dwelling or "mist green" colour colorbond sheeting to a maximum height of 1.8 metres and shall not exceed 15 metres in length, exclusive of any fence returns to the residential dwelling or garage and shall not be constructed any closer than 7 metres to the truncation or, alternatively, an open style fencing as outlined in Covenant (3)(b) may extend the full length of this boundary but not exceed 1.2 metres in height within 7 metres of the truncation and which do not breach any provision of the Guidelines;
- (d) for laneway boundaries, unless the fence is constructed of the same solid material and colour as the external walls of the garage and extend for the full length of the boundary from the garage and to a height of 1.8 metres and which do not breach any provision of the Guidelines;
- (e) any replacement or repair of an existing fence or constructed fence where such replacement fence or repaired fence is not of the same design and construction of the fence repaired or replaced or does not comply with the Guidelines.

- (c) recycled second-hand, relocated, transportable or fibro-clad residential dwellings;
- (d) any residential dwelling, garage or fence which does not comply with the Guidelines;
- (e) any clothes line, rubbish disposal container, incinerator or compost tumbler which is unscreened or is visible from Public Open Space or any street;
- (f) any telephone or telecommunication antennae;
- (g) any fence, shed or structure that is not constructed of new materials and which do not conform or comply with Guidelines;
- (h) any storage tank, airconditioner unit, satellite dish, radio antennae or solar hot water system that is visible or unscreened from any street or Public Open Space;
- (i) any driveway that is not brick paved, faux brick, ochre coloured concrete, coloured concrete pavers or exposed concrete aggregate (sealed);
- (j) any garage on a lot abutting a rear lane that does not rely solely on the rear lane for access and is not set back a minimum of 1.5 metres to the laneway boundary and constructed of the same external wall material and colour as the external wall materials of the residential dwelling in accordance with and complying with the Guidelines;
- (k) any residential dwelling that does not connect its stormwater drainage into an approved storage containment, as approved by the Brookfield Committee, with a minimum capacity of 1,000 litres prior to the connection into the interallotment drainage system provided to the Lot.

(2) Not to erect, bring on to or affix to the Lot any building or other construction:

- (a) unless the building comprises a residential dwelling and ancillary buildings with external walls (other than glazed areas) constructed entirely in non-reflective materials comprising; for a concrete slab construction – brick, cement render, rammed earth, rammed limestone, earth or limestone blocks, limestone facing, stone, colorbond/miniorb as a feature on less than 50% of the street elevation wall and walls above dado height may be painted fibrous cement, hardiplank or weatherboards/weathertex; for a podium floor construction – in addition to the preceding, walls constructed entirely of weatherboards/weathertex and natural timber;
- (b) unless the building comprises a roof material of colorbond, tiles or slate of a consistent colour but not unpainted zincalume or colorbond or tiles in pink tones. The roof shall be pitched at greater than 24.5 degrees and less than 45 degrees with the exception of; verandahs – may have a minimum pitch of 15 degrees; porticos, alfrescos – may have a minimum pitch of 15 degrees and if the roof is concealed, the pitch may be less than 15 degrees; garage – may have a pitch of less than 24.5 degrees if the roof is concealed; curved roof on building – radii must be less than 40 metres; skillion roof on building – pitch to be greater than 15 degrees and vertically separated by minimum of 0.5 metres if two skillions meet at the ridge; rooves on commercial, residential R30 and R40 buildings may use unpainted zincalume at a grade less than 24.5 degrees if the rooves are totally concealed from the road and other Brookfield lots;
- (c) unless the residential dwelling floor level of the concrete slab does not exceed 1.0 metres above any part of the road edge adjoining this lot and for a podium floor structure, the floor level does not exceed 1.5 metres above any part of the road edge adjoining this lot;

THE SCHEDULE

PART I

The Covenantor

BROOKFIELD ESTATE PTY LTD (ACN 111 884 667) of 1 Riverway, Applecross, Western Australia

PART II

The Land

Lot 9003 on Deposited Plan 45232 and being the whole of the land comprised in Certificate of Title Volume 2591 Folio 763.

PART III

The Benefiting Lots

All Lots on the Plan except Lots 2004, 2005, 2006 and 9004

PART IV

The Burdened Lots

All Lots on the Plan except 2004, 2005, 2006 and 9004.

PART V

The Plan

Deposited Plan 51941

PART VI

The Restrictive Covenant

The Covenantor shall not until the Expiry Date:

- (1) Erect or cause to be erected upon a Lot:
 - (a) a "For Sale" sign until either a residential dwelling has been constructed upon the Lot or, where a residential dwelling has not been completed, a period of TWO (2) years from the issue of the Certificate of Title for the Lot has expired;
 - (b) any single residential dwelling having a floor area of less than 14 square metres or 125 square metres for up to 3 multiple residential dwellings on the one lot or 90 square metres for greater than 3 multiple residential dwellings on the one lot (including a credit of up to 10 square metres for a verandah or portico on the front street elevation, but excluding the area of a garage, carport and patio);

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

3. Restrictive Covenant

The Covenantor as the proprietor of the Land and of each of the Lots on the Plan with the intent the Restrictive Covenant shall burden the Burdened Lots and benefit the Benefiting Lots, covenants and agrees in the manner set out in Part VI of the Schedule hereto.

4. Definitions

For the purpose of this Deed:

- (a) "**residential building**" means a dwelling and associated improvements constructed on the Lot;
- (b) "**Lot**" means any Lot as described on the Plan;
- (c) "**Guidelines**" shall mean the Brookfield Rise Building Development Guidelines – Edition 1 (August 2005) attached hereto and marked Annexure "A" and comprising 8 pages;
- (d) "**Plan**" shall mean the plan referred to in Part V of the Schedule hereto;
- (e) "**Land**" means the Land described in the Schedule hereto;
- (f) "**Restrictive Covenant**" shall mean the Restrictive Covenant referred to in Part VI of the Schedule hereto;
- (g) "**Expiry Date**" shall mean the expiry date mentioned in Part VII of the Schedule hereto;
- (h) "**Encumbrances**" means the encumbrances named in Part VIII of the Schedule hereto.

5. Expiry Date

The Restrictive Covenant created by this Deed shall continue until the Expiry Date, at which time the covenants shall expire and shall cease to burden the Burdened Lots and benefit the Benefiting Lots and thereafter shall be of no further effect howsoever.

6. 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 the Lot.

7. Encumbrances


Where the Land is encumbered with Encumbrances, the Covenantor shall obtain the consent of any Mortgagee of any Mortgage to this Deed and the creation of the Restrictive Covenant.

8. 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.

FORM APPROVED
NO. B2891

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

Russellton Court	582
28/1/017	\$20.00
40773/2694108	Total: \$20.00
	Amount Tendered: \$20.00
	Change: \$0.00
	06/10/2006 09:31

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

RESTRICTIVE COVENANT

Pursuant to Section 136D of the Transfer of Land Act

THIS DEED is made the *20th* day of *OCTOBER* 2006

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 of subdivision referred to in Part V of the Schedule hereto (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 on the Plan numbered and described in Part III of the Schedule hereto and being part of the Land ("the Benefiting Lots");