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

N 12534 RC 15 JUN 2015

~~23 May 2015~~ 13:58:25 Perth

Section 136D Deed of Restrictive Covenants

LODGED BY WORLDWIDE SETTLEMENTS ~~IRDI LEGAL~~

ADDRESS 102/49 OUTRAM ST ~~248 OXFORD STREET~~ ~~LEEDERVILLE WA 6007~~ WEST PERTH

PHONE No. ~~9443 2544~~ 94481456

FAX No. ~~9444 3808~~ 94815051

REFERENCE No. ~~MSC:J20152293 (710810.doc)~~

ISSUING BOX No. ~~243V~~ 403A

PREPARED BY IRDI LEGAL

ADDRESS 249 OXFORD ST LEEDERVILLE

PHONE No. 94432544 FAX No. 94443808

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

2/5

TITLES, LEASES, DECLARATIONS, ETC LODGED HEREWITH

1. ~~ANNEXURE A~~
2.
3.
4.
5.
6.

Received items

Nos. 7

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.

REGISTRAR OF TITLES WESTERN AUSTRALIA

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Annexure 'A'
Mauravillo Estate - Stage 1
Restrictive Covenants

The Owner (which expression includes the transferees, assigns and successors of the Owner) covenants:

(a) NOT to construct, erect or install or cause to be constructed, erected or installed on the Lot:

(i) any single dwelling having an internal living floor area of less than 120 square metres (excluding the area of a garage, carport or patio);

(ii) any recycled second-hand relocated transportable or fibro-clad dwellings;

(iii) any fence, shed, carport or structure that is not constructed of new materials; or

(iv) a 'For Sale' sign until a dwelling has been constructed upon the Lot (provided that this restriction shall not prevent the Owner from selling or otherwise disposing of the Lot).

(b) NOT to erect on, bring on to or affix to or cause to be erected on, brought on to or affixed to the Lot any building, improvement or other construction:

(i) unless the building, improvement or other construction comprises a dwelling home and ancillary buildings with external walls (other than glazed areas) constructed entirely in non-reflective materials comprising:

(A) rendered masonry;

(B) rammed earth or limestone, earth or limestone blocks or stone or limestone facing;

(C) clay face bricks;

(D) weatherboard or primeline weatherboards,

or a similar approved product. The roofing material shall not be any material other than 'Colorbond' or roofing tiles in natural light or earthy colours. Sheds shall not be constructed except with similar materials and colours as the dwelling; and

(ii) unless the building, improvement or other construction is constructed entirely of new materials.

(c) NOT to;

(i) park any boat, truck, caravan or similar vehicle; or

(ii) repair any motor vehicle (including but not limited to a boat, truck, caravan or similar vehicle) or machinery,

on the Lot or any part of the Lot that is not screened from public view from the street frontage of the Lot.

(d) NOT to fail to maintain the appearance of the Lot at all times (including while the Lot is vacant) to a reasonable standard, free of rubbish and commensurate with the other lots in the subdivision of which the Lot forms part.

(e) NOT to use any effluent disposal system on the Lot other than a system approved by the Health Department of Western Australia and the Shire of Northam for the treatment of domestic effluent.

(f) NOT to use any greywater disposal or re-use system on the Lot other than a greywater re-use system approved by the Health Department of Western Australia and the Shire of Northam.

(g) NOT to fail to install a rainwater storage tank on the Lot of at least a 1,000 litre capacity plumbed to collect roof rainwater runoff.

(h) NOT to allow vehicular access from Golf Links Road other than by designated subdivision roads.

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3 Separate and Distinct Covenant

Each restrictive covenant is a separate and distinct restrictive covenant, and if any restrictive covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining restrictive covenant will be valid and enforceable to the fullest extent permitted by law.

4 Term of Restrictive Covenants

The restrictive covenants will expire on the day 10 years after the issue of the Certificates of Title for the Lots. The Owner accepts no responsibility for enforcement of the restrictive covenants but reserves the right to do so, so long as it is the registered proprietor of a Lot.

5 Definitions

Any terms defined in this deed shall have the same meaning when used in the restrictive covenants.

Schedule

1 The Land

(a) Lot 2 on Diagram 20572 and being the whole of the land comprised in Certificate of Title Volume 1214 Folio 805; and

(b) Lot 3 on Diagram 20572 and being the whole of the land comprised in Certificate of Title Volume 2031 Folio 90.

2 Encumbrances

Mortgage M798485 to Rapid Crushing & Screening Contractors Pty Ltd

Executed as a deed

Executed by **JB Investments Pty Ltd** ACN 008 709 886 in accordance with section 127 of the *Corporations Act: 2001* (Cth)

Sole Director & Sole Secretary's signature

JOHN BENJAMIN HARDLEY COURT
Sole Director & Sole Secretary's name
(please print)

Consent of Mortgagee

Rapid Crushing & Screening Contractors Pty Ltd ACN 008 945 113, being the mortgagee of the land pursuant to mortgage number M798485 hereby consents to this deed of restrictive covenant and to registration of Deposited Plan 402934.

DATED the 12 day of MAY 2015

Executed by **Rapid Crushing & Screening Contractors Pty Ltd** ACN 008 945 113 in accordance with section 127 of the *Corporations Act 2001* (Cth):

Sole Director & Sole Secretary's signature

NEIL DAVID IRVINE
Sole Director & Sole Secretary's name
(please print)

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FORM B2

Form Approval
No. B2620

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

Section 136D Deed of Restrictive Covenant

(Note 1)

This Deed is made the 12 day of MAY 2015

By

J.B. Investmests Pty Ltd ACN 008 709 886 of 18/21 The Esplanade, Mt Pleasant formally of 500 Caves Road, Siesta Park (**Owner**).

Background

A The Owner is the registered proprietor of the land described in the Schedule hereto (**Land**) subject to the encumbrances referred to in the Schedule.

B The Owner intends to subdivide the Land and has prepared a plan of subdivision which has been allocated deposited plan number 402934 (**Plan**).

C In accordance with Section 136D of the *Transfer of Land Act*, the Owner requires each of the lots on the Plan (**Lots**) other than Lot 9500 (**Excluded Lot**) to be encumbered by the restrictive covenants set out in Annexure 'A' hereto (**restrictive covenants**), so that the restrictive covenants will be noted on the Plan and on each Certificate of Title that issues for the Lots (other than the Excluded Lot).

Operative part

This deed witnesses as follows:

1 Certificates of Title

Each Certificate of Title which issues for a Lot (other than the Excluded Lot) is to be encumbered by the restrictive covenants which will run with the land described in the Certificate of Title for the benefit of all the lots on the Plan except for the Excluded Lot (**Benefited Lots**).

2 Restrictive Covenants, Burden and Benefit

The Owner intends that the burden of the restrictive covenants is to:

(a) run with each Lot for the benefit of each and every other Benefited Lot (other than the Excluded Lots);

(b) be enforceable against the registered proprietor of a Lot by the Owner and every subsequent registered proprietor of the other Benefited Lots (other than the Excluded Lots),

but not so as to render the Owner personally liable in respect of any lot after the Owner has parted with its interest in the lot.

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