

**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.

I 428666 RC

28 Mar, 2003 11:18:58

Bunbury

9.4.2003

AT

9.12.17



REG. \$ 75.00

LODGED BY BEERE MAY & MEYER

ADDRESS PO BOX 953  
BUSSELTON WA 6280

PHONE No. 9752 4166

FAX No. 9754 1732

REFERENCE No. JM:030389

ISSUING BOX No. 999

PREPARED BY AS ABOVE

ADDRESS

PHONE No. FAX No.

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

Post to  
Above

③ 4

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- |                  |                 |
|------------------|-----------------|
| 1. <u>Letter</u> | Received Items  |
| 2. _____         | Nos. 1          |
| 3. _____         |                 |
| 4. _____         |                 |
| 5. _____         | Receiving Clerk |
| 6. _____         |                 |

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

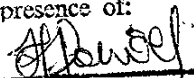


**Mortgagee Consent**

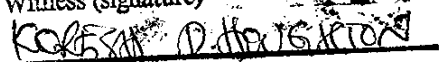
WESTPAC BANKING CORPORATION also known as CHALLENGE BANK LIMITED ACN 007 457 141 as the Mortgagee of Mortgage No. G800919 HEREBY CONSENTS to the within Restrictive Covenant being endorsed on the lots referred to in this Deed.

**EXECUTED BY WESTPAC BANKING CORPORATION**

SIGNED, SEALED AND DELIVERED on behalf of WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001, Registered No. H563334 in the presence of:

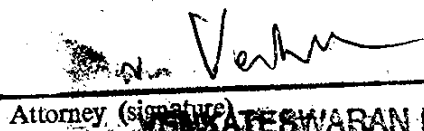


Witness (signature)



Witness (print name)

By executing this document the attorney states that I have received no notice of revocation of the power of attorney.



Attorney (signature)

**KATESWARAN NADARAJAH**

Name of Attorney (print)

**TIER THREE ATTORNEY**

BSO re Eastlane 136D RC Stage 3



WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED.

**ADDITIONAL PAGE TO**

Dated

- (b) where such trees or vegetation are dead, diseased or dangerous.
- 4. 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.

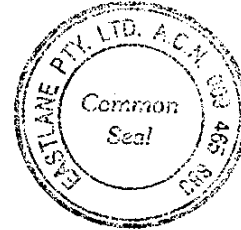
- 5. Not to park any boat or caravan nor repair any motor vehicle, boat or machinery on any part of any Lot that is visible from the street frontage of that Lot.

**PART VI**

**Encumbrances**

Mortgage G800919 in favour of the Westpac Banking Corporation also known as Challenge Bank Limited ACN 007 457 141.

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



*[Signature]*  
.....  
*[Signature]*  
.....

Director

Director/Secretary

**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) any dwelling having a floor area (including front verandah and portico but excluding garage, carport and patio) of less than 140 square metres;
  - (c) recycled second-hand relocated transportable or fibro-clad dwellings;
  - (d) any clothes line, rubbish disposal container, incinerator, or compost tumbler unscreened from Public Open Space or the street; or
  - (e) any radio or television antenna or mast.
  
2. Not to erect, bring on to or affix to any Lot any building or other construction:
  - (a) unless the building comprises a dwelling home and ancillary buildings with external walls (other than glazed areas) constructed entirely in non-reflective materials comprising natural timber, rammed earth, rammed limestone, earth or limestone blocks, limestone facing, stone, brick, weatherboard, weathertex boards, Colorbond as a feature on less than fifty percent of the street elevation wall of such building. Walls above dado height may be fibrous cement or hardiplank. 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 is to be pitched at an angle greater than 25 degrees or less than 45 degrees unless the roof is a curved roof;
  - (b) within 20 metres of the boundary abutting Bussell Highway of Lots 160 to 168 (inclusive).
  
3. Not within 20 metres of the boundary abutting Bussell Highway of Lots 160 to 168 inclusive clear any trees or vegetation except:-
  - (a) for the purpose of complying with any Bushfires Act 1954 (as amended) requirements or regulations; or

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED.

**ADDITIONAL PAGE TO**

Dated

**6. 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.

**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.

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

EASTLANE PTY LTD (ACN 009 465 883) of 12 Prince Street, Busselton,  
Western Australia

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

Portion of Lot 9000 on Deposited Plan 32057 being the whole of the land  
comprised in Certificate of Title Volume 2222 Folio 989.

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

Lots 107, 120 to 143 inclusive, 149 to 168 inclusive and excluding Lot 175 on  
the Plan which is set aside for public access way.

5542 See letter  
PP

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

Lots 107, 120 to 143 inclusive, 149 to 168 inclusive and excluding Lot 175 on  
the Plan which is set aside for public access way.

5542 See letter  
PP

(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.

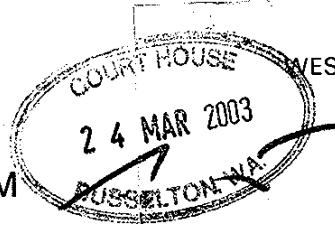
### 4. Definitions

For the purpose of this Deed:

- (a) "**residential building**" means a dwelling constructed on the Lot with the local Shire of Municipality's approval;
- (b) "**Lot**" means any Lot as described on the Plans;
- (c) "**Plan**" or "**Plans**" means the subdivision plan of the subdivided Land attached to this deed, numbered Page 1 and Page 2;
- (d) "**Land**" means the Land described in the Schedule hereto;
- (e) "**Restrictive Covenant**" means the Restrictive Covenant contained in this deed;
- (f) "**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 the Lot.



Russellton Court  
WESTERN AUSTRALIAN STAMP DUTIES  
paid as per Cash Register Imprint  
18196/1540852 Total:  
Amount Tendered:  
Change:

BSI  
Form B2  
\$20.00  
\$20.00  
\$30.00  
\$0.00  
24/03/2003 10:29

**BLANK INSTRUMENT FORM**

**RESTRICTIVE COVENANT**

(NOTE 1)

**RESTRICTIVE COVENANT**

Pursuant to Section 136D of the Transfer of Land Act

**THIS DEED** is made the 24<sup>th</sup> day of MARCH, 2003.

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 attached 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 referred to in Part III of the Schedule hereto and being part of the Land ("the Benefiting Lots");



2222 - 989

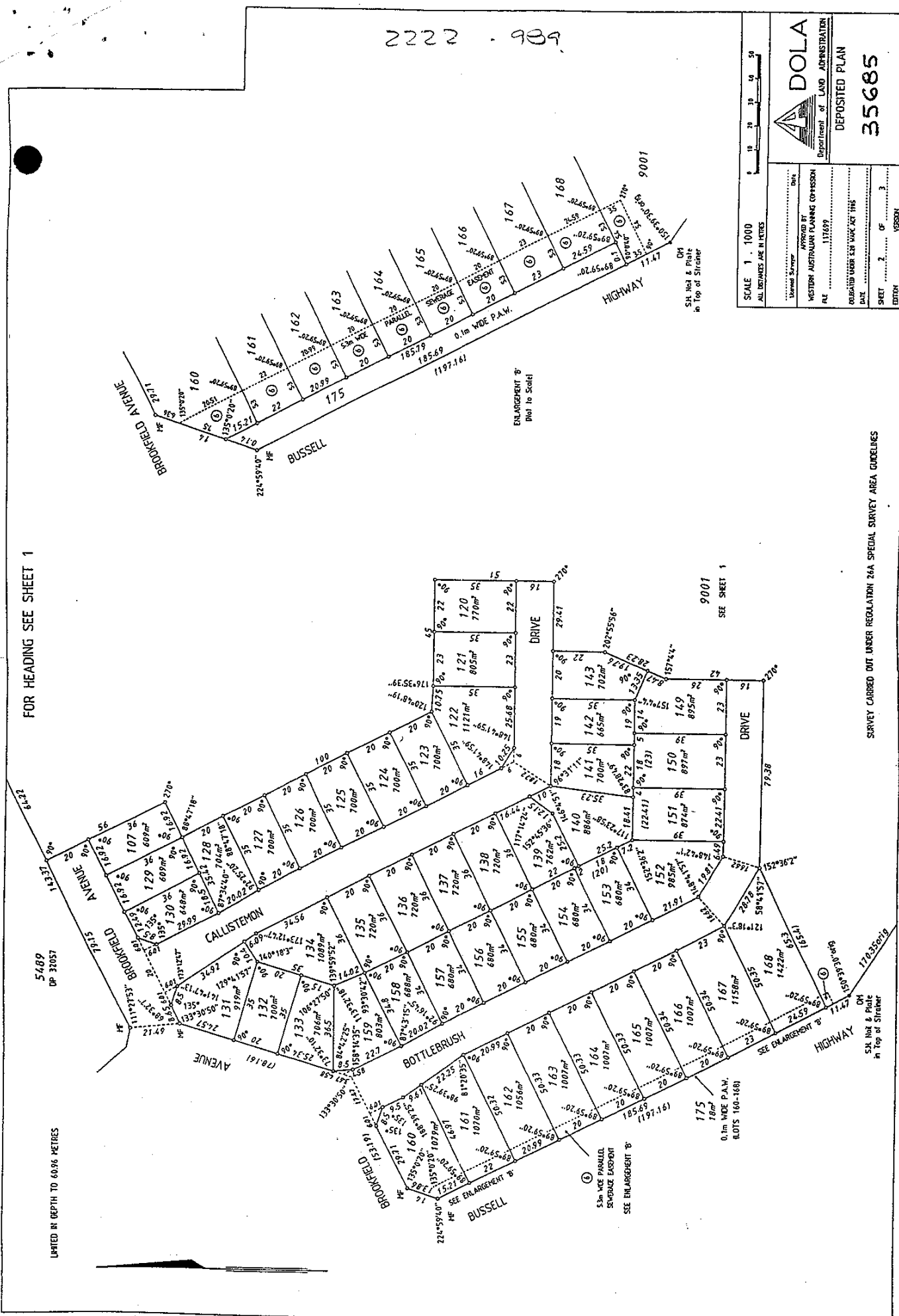
**DOLA**  
 Department of LAND ADMINISTRATION  
**DEPOSITED PLAN**  
**35685**

SCALE 1 : 1000  
 ALL DIMENSIONS ARE IN METRES

APPROVED BY  
 WESTERN AUSTRALIAN PLANNING COMMISSION  
 FILE 1171699

DATE 11/11/99  
 SHEET 3 OF 3  
 EDITION 3 VERSION 3

OUTGATED UNDER ESR MAP ACT THIS



FOR HEADING SEE SHEET 1

LIFTED IN DEPTH TO 6096 METRES

SURVEY CARRIED OUT UNDER REGULATION 26A SPECIAL SURVEY AREA GUIDELINES



# BEERE MAY & MEYER

BARRISTERS AND SOLICITORS

ABN 90 991 769 506  
ABN 84 398 189 404

DENNIS BEERE  
PETER MAY  
JONATHAN MEYER

37 KENT STREET  
PO BOX 953  
BUSSELTON 6280  
WESTERN AUSTRALIA

TELEPHONE: (08) 9752 4166  
FACSIMILE: (08) 9754 1732  
EMAIL: bsn@b-m-m.com.au

DX 61706  
BUSSELTON

JM:ML:030389

17 February 2003

The Registrar of Titles  
Department of Land Administration  
DX 90  
PERTH

Dear Sir

## **EASTLANE PTY LTD**

We act on behalf of Eastlane Pty Ltd (the Covenantor) who has executed a Restrictive Covenant pursuant to section 136D of the Transfer of Land Act.

In our opinion, all of the covenants are restrictive in every nature.

Yours faithfully

  
Jonathan Meyer  
**BEERE MAY & MEYER**

BSO/Eastlane/s3

[www.b-m-m.com.au](http://www.b-m-m.com.au)

ALSO AT:  
87 BUSSELL HIGHWAY  
PO BOX 1468  
MARGARET RIVER 6285  
WESTERN AUSTRALIA  
TELEPHONE: (08) 9757 2744