

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 *CP*

M402674 E/RC
13 Sep 2013 15:22:25 Midland



REG \$ 160.00

LODGED BY

ADDRESS

PHONE NO. **Heidi Hunter Settlements**
PO Box 1605
MORLEY WA 6062

FAX NO.

REFERENCE

ISSUING BOX NO. **303**

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 **BPA:JLP: 45-7732612**

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1.	_____	Received items
2.	_____	
3.	_____	Nos.
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.



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EXECUTED as a Deed

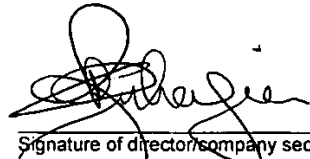
**Executed by Springtime Enterprises Pty
Ltd ACN 116 207 517** in accordance with
Section 127 of the *Corporations Act 2001*



Signature of director

JANISE WALLIS

Name of director (print)



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

ANTHONY JOHN FRANCIS BHAGIAR

Name of director/company secretary (print)

REQUIRED CONSENT

WESTPAC BANKING CORPORATION (ACN 007 457 141), the holder of Mortgage J573208 on Lot 8 on Diagram 4963 the whole of the land contained in Certificate of Title Volume 1727 Folio and on Lot 9 on Diagram 4963 the whole of the land contained in Certificate of Title Volume 1128 Folio 527 **HEREBY CONSENTS** to the registration of this Deed of Restrictive Covenant.

DATED THIS *TWENTIETH* DAY OF *JUNE* 2013

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.

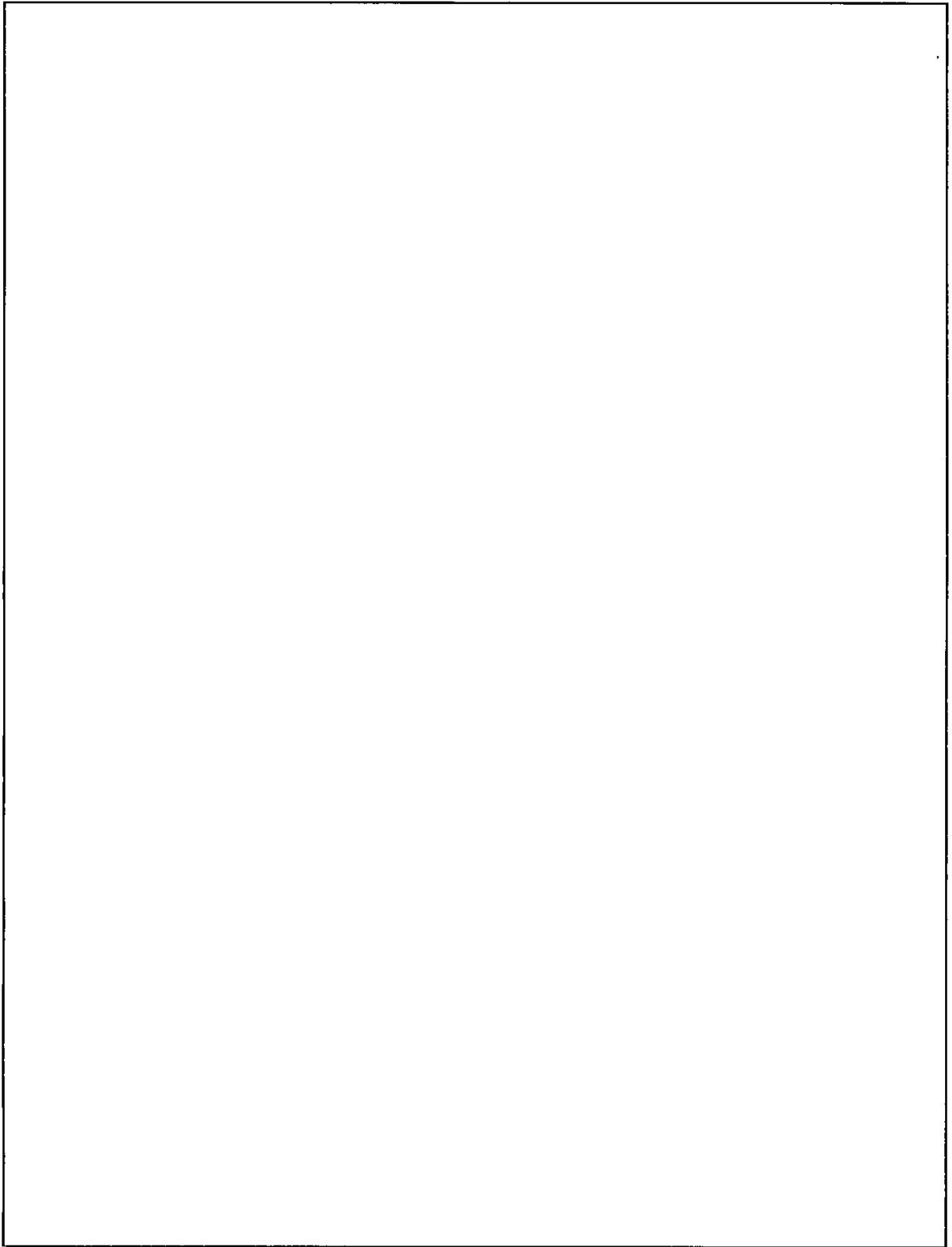
SIGNED by *Bronwyn Morgan* as attorney for Westpac Banking Corporation under power of attorney Registered No. H663334.

Signature of Witness: *DJBritt*

Name of Witness: *Denise Joy Britt*

Address of Witness: 360 Collins Street, Melbourne

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



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predominantly in the same style or construction as the house;

- (c) take or permit any action to be taken to remove, alter or mark any wall or fence constructed by Springtime Enterprises (unless additional blocks are required to be added to a retaining wall in which case an engineering certificate must be obtained) 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 Springtime Enterprises;
- (d) alter the surface level of the Lot without the express permission of Springtime Enterprises; and
- (e) occupy the Lot prior to completion of the fencing.

3.4 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 after a reasonable period following practical completion of the display home.

3.5 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.

3.6 Submission of plans for approval

commence, carry out, erect, construct or alter any development on the Lot without plans and specifications (including finishes schedules) being first submitted to and approved by Springtime Enterprises and in compliance with any condition (consistent with the covenants) imposed by Springtime Enterprises in giving the approval.

Encumbrances

- (a) As to Lot 8 on Diagram 4963, the whole of the land in Certificate of Title Volume 1727 Folio 363 – Mortgage M037688 to Westpac Banking Corporation.
- (b) As to Lot 9 on Diagram 4963, the whole of the land in Certificate of Title Volume 1128 Folio 527 – Mortgage M037688 to Westpac Banking Corporation.

SCHEDULE

1. Land

- (a) Lot 8 on Diagram 4963, the whole of the land in Certificate of Title Volume 1727 Folio 363; and
- (b) Lot 9 on Diagram 4963, the whole of the land in Certificate of Title Volume 1128 Folio 527.

2. Lots

All lots on the Plan except Lots 9006, 8001 and 8002.

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 Water Redevelopment Scheme 2007 'Zone Development Policy'.

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 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 without the prior written consent of Springtime Enterprises and in the case of adjacent houses, the fencing must not extend forward of the house with the greatest front setback to the street;
- (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

- (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*, Springtime Enterprises 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

Springtime Enterprises 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 Springtime Enterprises and each and every subsequent registered proprietor of the Lots.

4. LAND TO BE BENEFITED BY THE PROTECTIVE COVENANT

Springtime Enterprises 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 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 in
Haynes Stage 1 - (Deposited Plan 74666)

(Note 1)

DEED dated 13 September 2013 /

BY **SPRINGTIME ENTERPRISES PTY LTD ACN 116 207 517** of Level 3/ 15 Ogilvie
Road, Mount Pleasant Western Australia 6153 (**Springtime Enterprises**) /

RECITALS

- A. Springtime Enterprises is the registered proprietor of the Land.
- B. Springtime Enterprises intends to subdivide the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893* Springtime Enterprises 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 74666;

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.



Registrar of Titles.
Landgate
1 Midland Square
MIDLAND WA 6056

Business Loan Centre VIC
360 Collins Street
Melbourne VIC 3000

Telephone: 03 9608 4873
Facsimile: 03 9608 3256
Our Ref: 101596981

Your Ref:

24th June 2013

Dear Sir/Madam,

**RE: CONSENT TO DEED OF RESTRICTIVE COVENANT – SPRINGTIME
ENTERPRISES PTY LTD VOLUME 1727 FOLIO 363 AND VOLUME 1128
FOLIO 527.**

Westpac Banking Corporation as Mortgagee of Mortgage Number M037688 on Certificates of Title Volume 1727 Folio 363 and Volume 1128 Folio 527, hereby consents to the registration of the following:

- Deed of Restrictive Covenant – Springtime in Haynes Stage 1 (Deposited Plan 74666)

Documents to be lodged by Heidi Hunter Settlements on behalf of Springtime Enterprises Pty Ltd.

Westpac Banking Corporation requests that, in accordance with the request by the Registered Proprietor/s to the Registrar of Titles in the above mortgage, no duplicate Certificate of Titles be issued at the conclusion of this transaction.

For all enquiries, please contact Denise Britt on 03 9608 4873 or email dbritt@westpac.com.au.

Yours faithfully



Denise Britt
Business Loans Originations
For and on Behalf of
WESTPAC BANKING CORPORATION ABN 33 007 457 141

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www.westpac.com.au