

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**J850273 RC**

27 Jul 2008 15:07:43 Perth



REG \$ 82.00

LODGED BY: *Champion Bay*

ADDRESS:

PHONE No:

FAX No:

REFERENCE No:

ISSUING BOX No: *999*

PREPARED BY Cullen Babington Hughes

ADDRESS PO Box 907
CLAREMONT WA 6910

PHONE No: (08) 9284 5522

FAX No: (08) 9284 5588

REFERENCE No: MAH:565

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

18/10/17

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

	Received Items Nos.
1.	
2.	
3.	
4.	
5.	
6.	

Receiving Clerk *[Signature]*

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.



CONSENT OF MORTGAGEE

BANK OF WESTERN AUSTRALIA LIMITED (ACN 050 494 454) as the mortgagee of the Land pursuant to Mortgage G904955 hereby consents to this Deed and to the creation of the Restrictive Covenant described herein.

Executed this 18th day of MAY 2006

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
ACN 050 494 454 by its Attorneys:
K. Brian Biscoe
and
K. Jansen

Its duly constituted Attorneys
under Power of Attorney
No. H01/1000, dated
January 2002 and corrected
herein, and not a solicitor
of the Power of Attorney
in the presence of

An Officer of the Bank

) BANK OF WESTERN AUSTRALIA LTD
) by its Attorneys:

Title COMMERCIAL BANKING MANAGER

Title Kevin Jansen
Kevin Jansen
Relationship Manager
108 St. Georges Tce Perth

ROBERT JOHN DUNLOP
Bank Officer of Bank of Western Australia Ltd
108 St. George's Tce. Perth

EXECUTED as a Deed

Executed by MASTERKEY PROPERTIES
 PTY LTD (ACN 008 948 169) in accordance
 with its constitution:

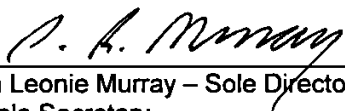

 Signature of Director

JARROD DEAN DWYER
 Full Name of Director


 Signature of Director/Secretary

COLIN JOHN DWYER
 Full Name of Director/Secretary

Executed by POINTSIDE PTY LTD
 (ACN 056 132 588) in accordance
 with its constitution:


 Susan Leonie Murray – Sole Director
 and Sole Secretary

2. RESTRICTIVE COVENANT

The Land Owner for itself and its successors in title covenants that:

- (a) there shall not be erected or commenced to be erected on any Lot:
 - (i) a dwelling house the external walls of which are not either brick, stone or concrete provided that seventy five per centum (75%) of the area of the external walls thereof may comprise glass or timber or both, provided further that the area of the timber shall not exceed twenty five per centum (25%) of the area of all the external walls thereof;
 - (ii) a dwelling house having a minimum gross internal living floor area of less than one hundred and forty square metres not including verandahs, porches, pergolas, patios, garages or carports, etc;
 - (iii) any garage and carport that is not constructed of the same materials as the dwelling house on the relevant Lot, provided that the same shall not apply to garages and carports which are screened from the street view or;
 - (iv) a dwelling house with a roof constructed of metal decking in the colour silver (Zincalume) save where the roof is painted or coated so as to have a non-reflective quality;
 - (v) a dwelling with a width along the street frontage (including garage/carport) of less than sixteen metres, unless approved by the Land Owner named in this document.
- (b) fences or any part of them constructed upon boundaries, which are not common to adjoining residential Lots, shall not be comprised of any fibre reinforced cement material.
- (c) fences constructed on any Lot forward of the building frontage set-back line from time to time shall not be comprised of any fibre reinforced cement material.

3. BENEFIT OF RESTRICTIVE COVENANT

The restrictive covenant in clause 2 shall benefit each of the Lots pursuant to section 136D of the Act.

4. EXPIRY OF RESTRICTIVE COVENANT

This restrictive covenant in clause 2 shall cease to have effect as from 31 December 2010.

5. COSTS

The Land Owner shall bear the cost in the preparation, execution and registration of this Deed.

6. BURDEN OF RESTRICTIVE COVENANTS

THE RESTRICTIVE COVENANT IN CLAUSE 2 BURDENS EACH OF THE LOTS

(See letter
JP)

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**BLANK INSTRUMENT FORM****RESTRICTIVE COVENANT**

(Note 1)

ABN 66 012 878 629
 WESTERN AUSTRALIA STAMP DUTY
 23/05/06 13:41 002582626-001
 DUP \$ ***** 5.00
 O/S \$ *****20.00

THIS RESTRICTIVE COVENANT IS MADE THIS 19TH DAY OF MAY 2006 BY

MASTERKEY PROPERTIES PTY LTD (ACN 008 948 169) and **POINTSIDE PTY LTD** (ACN 056 132 588) both of Post Office Box 155, Subiaco, Western Australia (the "**Land Owner**")

RECITALS

- A. The Land Owner is registered or entitled to become registered as the proprietor of the Land.
- B. The Land Owner intends to subdivide the Land in manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- C. The Land Owner desires to create a restrictive covenant pursuant to Section 136D of the *Transfer of Land Act 1893 (WA)*.

OPERATIVE PART**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Deed the following words and expressions shall have the following meanings:

"**Act**" means the Transfer of Land Act 1893 (WA) as amended;

"**Commission**" means the Western Australian Planning Commission;

"**Land**" means part of lot 9012 on deposited plan 49354 and being part of the land comprised in Certificate of Title Volume Folio .

"**Lots**" means Lots 372 – 382, 392 – 407, 412 – 429 and 434 - 455 on Deposited Plan 49355;

"**Plan**" means Department of Land Information Deposited Plan 49355;

1.2 Interpretation

In this Deed unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a party hereto or to any other person include the legal personal representatives, successors and permitted assigns of that party or person;
- (e) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (f) an obligation incurred by two or more parties shall bind them jointly and severally and an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally.

Headings shall be ignored in construing this document.

Cullen Babington Hughes Lawyers

Rick Cullen
Ed Babington
Michael Hughes
John Byrne *Notary Public*
Catriona Macleod *Senior Associate*

Incorporating the practice of John W Byrne
229 Stirling Highway
Claremont WA 6010
Telephone 9284 5522
Facsimile 9284 5588
Our reference: MAH:565

15 August 2006

Mr Jim Peter
Department of Land Information
PO Box 2222
MIDLAND WA 6936

By facsimile: 9273 7668

Dear Mr Peter

Document Numbers J850259 - J850273 (inclusive)

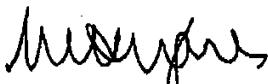
I, Michael Anthony Hughes, am the solicitor for Masterkey Properties Pty Ltd (ACN 008 948 169) and Pointside Pty Ltd (ACN 056 132 588), the Transferors pursuant to the above Transfer. I authorise and request, and I have the authority to authorise and request that the Registrar of Titles use his authority under the Transfer of Land Act 1893 to amend the Restrictive Covenants J850271 and J850273 by inserting the following as clause 6 in each of the Restrictive Covenants:

"6. BURDEN OF RESTRICTIVE COVENANTS

The restrictive covenant in clause 2 burdens each of the Lots."

If you have any queries, do not hesitate to contact me.

Yours sincerely



Michael Hughes
Cullen Babington Hughes
mhughes@cbbhlegal.com.au

Cullen Babington Hughes Pty Ltd (ACN 094 864 212)
PO Box 907, Claremont WA 6910