

DATED _____ 2013

**TRENT HOLDINGS PTY LTD
ACN 131 646 010**

**DEED OF RESTRICTIVE COVENANT
DEPOSITED PLAN 76928**

CWS LAWYERS
Level 3
45 St Georges Terrace
Perth WA 6000

Tel: 6210 7070
Fax: 9218 8715

Ref: DJC:MD:GM2102211

THIS DEED is made the _____ day of _____ 2013

BY: TRENT HOLDINGS PTY LTD ACN 131 646 010 of 70 Parry Street, Perth
("Trent Holdings")

WHEREAS:

- A. Trent Holdings is the registered proprietor of the land described in Part 1 of the Schedule to this Deed ("the Land"). The Land is encumbered by the limitations, interests, encumbrances and notifications described in Part 2 of the Schedule to this Deed.
- B. Trent Holdings intends to subdivide the Land and has lodged a plan of subdivision with the Western Australian State Planning Commission for approval, Deposited Plan 76928 ("the Plan").
- C. In accordance with Section 136D of the Transfer of Land Act, Trent Holdings require Lots 2605 to 2635 (inclusive) and Lots 2639 to 2645 (inclusive) in the Plan ("the lots") to be encumbered by the restrictive covenants set out in Annexure "A" hereto ("the restrictive covenants"), so that the restrictive covenants will be noted on the Plan and when separate Certificates of Title issue for the lots the burden of the restrictive covenants is to be noted on each Certificate of Title.

NOW THIS DEED WITNESSES as follows:

1. CERTIFICATES OF TITLE

Each Certificate of Title which issues for each of the lots is to be encumbered by the restrictive covenants which shall run with each lot for the benefit of every other of the lots.

2. RESTRICTIVE COVENANTS

Trent Holdings intends that the burden of the restrictive covenants is to:

- (a) run with each lot for the benefit of each and every other of the lots; and
- (b) be enforceable against the registered proprietor of each of the lots by Trent Holdings and every subsequent registered proprietor of every other of the lots.

3. TERM OF RESTRICTIVE COVENANTS

The restrictive covenants shall expire and cease to have effect from and including 31 December, 2020.

4. 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.

5. DEFINITIONS

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

IN WITNESS WHEREOF Trent Holdings Pty Ltd has executed this Deed the day and year first hereinbefore written.

Executed by
TRENT HOLDINGS PTY LTD
ACN 131 646 010

SCHEDULE

PART 1

The Land:

Lot 9001 on Deposited Plan 76026 and being the land comprised in Certificate of Title Volume 2806 Folio 243

PART 2

Limitations, Interests, Encumbrances and Notifications:

Easement Burden created under Section 167 P &D Act for Sewerage purposes to Water Corporation – see Deposited Plan 75026 as created on Deposited Plan 70123

Easement Burden created under Section 167 P &D Act for Water purposes to Water Corporation – see Deposited Plan 75026 as created on Deposited Plan 70123

Easement Burden created under Section 167 P &D Act for Drainage purposes – see Deposited Plan 75026

Easement Burden created under Section 167 P &D Act for Sewerage purposes – see Deposited Plan 75026

Mortgage L11665 in favour of National Australia Bank Ltd

NATIONAL AUSTRALIA BANK LTD hereby consents to this Deed of Restrictive Covenant

.....
Authorised Officer

Annexure "A"
RESTRICTIVE COVENANTS

"The registered proprietor covenants:

- (1) *Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of Trent Holdings or the Project Manager:*
 - (a) *Where the Lot is less than 400 square metres in area, any dwelling other than a single, private, non-transportable dwelling house having a floor area of 140 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;*
 - (b) *Where the Lot is equal to or greater than 400 square metres in area, any dwelling other than a single, private, non-transportable dwelling house having a floor area of 160 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;*
 - (c) *Any dwelling having a roof pitch of less than 24 degrees, or any dwelling with a roof constructed of zincalume or any other significantly reflective material;*
 - (d) *Any dwelling not having at least one feature (for example, a gable, bay window, verandah, portico, window hood) to the front façade to add visual interest;*
 - (e) *Any dwelling house without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:*
 - (i) *includes a garage door sufficient to completely screen the interior of the garage from the street;*
 - (ii) *is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling house in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance;*
 - (iii) *Includes a driveway and cross-over constructed of brick paving or exposed aggregate and extending to the road kerb in the same material;*
 - (f) *Any pergola or like structure which is visible from the street or road adjacent to the Lot or from adjacent lots unless the pergola or like structure is constructed of the same materials and of the same colour and style as the walls and the roof of the main dwelling constructed on the Lot;*
 - (g) *Any retaining wall that faces a street frontage unless constructed of:*
 - (i) *the same brick or with the same finish as the walls of the main dwelling on the Lot; or*
 - (ii) *the same material as used by the Developer in the construction of retaining walls for the estate;*

- (h) Any fence forward of the front building line of the dwelling house or any fence to the front boundary facing the street;
 - (i) Any fence to the rear of the front building line of the dwelling house unless the colour of such fence is the colour "Riversand" as specified by BlueScope Steel Limited in its Colorbond fencing colour range or a substantially equivalent colour;
 - (j) Any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:
 - (i) is substantially hidden from public view from immediately adjacent streets and parks;
 - (ii) is not constructed of zincalume or any other significantly reflective material; and
 - (iii) does not project above the height of any surrounding boundary fence by more than 300mm.
 - (l) Any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:
 - (i) is substantially hidden from public view from immediately adjacent streets and parks;
 - (ii) is not constructed of zincalume or any other significantly reflective material; and
 - (iii) does not project above the height of any surrounding boundary fence by more than 600mm.
 - (m) Any free-standing structure (including a garden shed, storage shed or work shed) in excess of 36 square metres, unless such structure matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;
 - (n) Any structure attached to the dwelling house, unless such structure matches the dwelling house in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view;
 - (o) Any hot water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturer's instructions and which is hidden from public view;
 - (p) Any air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof;
 - (q) A letterbox which is not located adjacent to the driveway, clearly numbered, or does not match or compliment the residence;
- (2) Not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view.
- (3) Once a dwelling house is completed, not to drive or permit or allow to be driven any vehicles over the Lot unless those vehicles are driven over driveways and crossovers constructed on the Lot;
- (4) Not to conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle, on the Lot or any part other than wholly within a garage on the Lot or any part thereof;

- (5) *Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the land unless first approved by the Project Manager.*
- (6) *Not to allow the front yard and verge abutting the Lot to become overgrown or invaded by weeds or to fall into a state of disrepair or damage any trees planted on the verge abutting the Lot;*
- (7) *Not to erect or display on the Lot any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling house constructed on the Lot or advertising a business operating from the Lot, provided such sign does not exceed 500mm by 500mm in its dimensions. Any sign or advertising material erected or displayed on the Lot in breach of this covenant may be removed without notice by the Project Manager.*
- (8) *Not to permit or authorise any part of a residence constructed on the Lot to be used in any way directly or indirectly for any retail, business, commercial or non-residential purpose other than a business purpose which is quiet and unobtrusive and which does not in any way detract from the general amenity of the Lot;*
- (9) *Not to raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on any part of the Lot provided that this restriction does not operate to prevent the Transferee from keeping domestic pets on the Lot;*
- (10) *Not to accumulate or permit to accumulate any rubbish, trash or garbage or other waste material on any part of the Lot except in appropriate waste container located in appropriate areas which are screened or concealed from view so as not to be visible from any street on to which the Lot fronts; and*
- (11) *Not to park, keep or store or allow to be parked, kept or stored on the Lot or on the road reserve next to or adjacent to the Lot any sea container or similar transportable storage unit, any unlicensed motor vehicle, any commercial, industrial or agricultural machinery of any kind having either a length, width or height that exceeds 2 metres, or any other item that would breach the City of Mandurah's Consolidated Local Law by parking, keeping or storing the item on the Lot or the road reserve next to or adjacent to the Lot. ”*