

FORM B4

FORM APPROVED
No. B7796

K203904 RC

24 May 2007 16:08:10 Perth

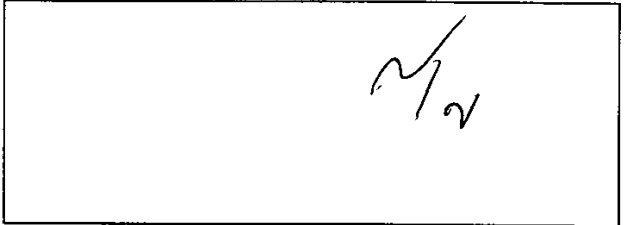


REG \$ 82.00

LODGED BY	BANKWEST CONVEYANCING
ADDRESS	GPO BOX E237 PERTH WA 6841
PHONE No.	08 9449 6650
FAX No	08 9449 6779
REFERENCE No.	LT/106557
ISSUING BOX No.	162V

PREPARED BY	
ADDRESS	
PHONE No.	FAX No.

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



TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. <u>LETTEL</u>	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <u>TL</u>

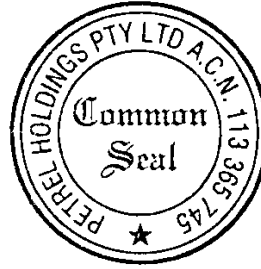
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.


EXAMINED




EXECUTED AS A DEED:

The common seal of
PETREL HOLDINGS PTY LTD
(ACN 113 365 745)
was hereunto affixed in accordance with
its Constitution in the presence of:





Signature of Director
PAUL ANTHONY TURNER
Full Name of Director (print)



Signature of Director/Secretary
DENE PRICE RUMORE
Full Name of Director/Secretary (print)

- (g) The Registered Proprietor must not construct or permit to be constructed any letterbox other than a letterbox adjacent to the driveway, clearly numbered and complimentary to the dwelling.
- (h) The Registered Proprietor must not park or allow to be parked on the Lot or on the road or on any other lot near or next to the Lot any commercial vehicles including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery ('commercial vehicles') unless such commercial vehicles are housed or contained within a garage on the Lot or behind the building line, unless when used during the normal course of business by a visiting tradesperson.

2. FLOOR AREA

'Floor Area' means the walkable area between the internal walls of the dwelling including any alfresco area located under the main roof of the dwelling, but excluding the area of any garage.

3. TIME LIMIT

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2011.

4. REGISTERED PROPRIETOR'S ACKNOWLEDGMENT

- (a) The Registered Proprietor acknowledges that the burden of the restrictive covenants in this annexure runs with the Lot and is for the benefit of every registered proprietor, from time to time, of the Benefited Lots.
- (b) The Registered Proprietor acknowledges that each restrictive covenant is separate from the other and therefore if any restrictive covenant becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.
- (c) The Registered Proprietor acknowledges that the restrictive covenants will not be modified, surrendered, released or abandoned, wholly or partially except with the Developer's written consent.

added to a retaining wall) on or about any of the boundaries of the Lot, not to permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, not to 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 not to repair or renew such wall or fence except in the same style, material and colour and the existing wall and fence;

- (d) construct or permit to be constructed any gates unless such gates are constructed of materials which are complimentary to the boundary fence; and
- (e) construct or permit to be constructed any fencing forward of the front building line unless such fencing consists of side and front fencing together, constructed of brick, rendered brick or limestone piers and infilled with timber or wrought iron.

1.7 Landscaping

The Registered Proprietor must not permit garden areas on the Lot, including adjoining road verges that are within public view to remain unlandscaped after 3 months of practical completion of any dwelling on the Lot.

1.8 Vehicle Repairs

The Registered Proprietor must not 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.

1.9 Submission Of Plans For Approval

The Registered Proprietor must not commence carry out erect construct or alter any development on the Lot without plans and specifications (including finishes schedules) first being submitted to and approved by the Seller and subsequently complying with any condition (consistent with these covenants) imposed by the Seller in giving the approval.

1.10 Appearance

- (a) The Registered Proprietor must not permit any rubbish disposal containers on the Lot to be stored or positioned in front of the building line except on days allocated by the local authority for rubbish collection from the Lot.
- (b) The Registered Proprietor must not permit clothes hoists to be visible from the street on which the Lot is located.
- (c) The Registered Proprietor must not permit any satellite dish to be visible from the street on which the Lot is located.
- (d) The Registered Proprietor must not permit TV antennas to be visible above the roofline from the street on which the Lot is located.
- (e) The Registered Proprietor must not permit any air conditioning unit to be installed on the roof unless it is of similar colour to the roof.
- (f) The Registered Proprietor must not permit any solar hot water unit to be installed on the roof unless it matches the profile of the roof.

- (a) all external walls (excluding windows) are constructed with bricks or masonry or limestone finished face work or painted render or rammed earth. Approval of other materials is at the discretion of the Developer; and
- (b) roofs are covered with tiles or colourbond (zincalume is not permitted).

1.4 Parking

The Registered Proprietor must not construct or permit to be constructed on the Lot any dwelling unless:

- (a) a garage making provision for the parking of not less than 2 motor vehicles, side by side is incorporated under the main roof of the dwelling and is enclosed by a roller door. Carports are not permitted;
- (b) the driveway and the crossover between the road and the parking area on the Lot are constructed and completed prior to occupation of the dwelling;
- (c) the driveway and crossover are constructed of paved materials using brick or block paving or reconstituted limestone/concrete but not standard broom finished in-situ concrete or grey slabs.

1.5 Sheds/Outbuildings

The Registered Proprietor must not construct or permit to be constructed any outbuilding (including any detached garage, workshop, garden shed, storage shed or other building):

- (a) which exceeds:
 - (i) 10m² in floor area for any lot up to and including 1000m² in area;
 - (ii) 20m² in floor area if the lot size is greater than 1000m² in area; and
 - (iii) 2m in height above the natural surface level of the Lot;unless approved by the Developer.
- (b) using zincalume.

1.6 Fencing

The Registered Proprietor must not:

- (a) construct or permit to be constructed on the Lot any side or back fence abutting any public open space or public reserve or road reserve unless such fence is constructed of colourbond, limestone or the same brick as any dwelling on the Lot and is not less than 1800mm high;
- (b) construct or permit to be constructed on the Lot any boundary fence unless such fence is constructed of colourbond, brick or limestone or other similar material at a height of 1800mm;
- (c) take or permit any action to be taken to remove, alter, mark, or remove any wall or fence constructed by the Seller (unless additional blocks are required to be

THIS DEED IS MADE THE

DAY OF *May*

2007

BY

PETREL HOLDINGS PTY LTD (ACN 113385745) of First Floor, 7 Ventnor Avenue, West Perth, Western Australia ("the Developer")

APR 12 12 878 629
WESTERN AUSTRALIA STATE DUTY
DEC 10/05/07 12:25 PM 2527586-001
FEE \$ *****
SD \$ *****20.00 PEN *****.00

RECITALS

- A. The Developer is the registered proprietor of an estate in fee simple of the whole of the land described as Lot 8 on Plan 8420 being the whole of the land contained in the Certificate of Title Volume 58 Folio 104A ("the Land").
- B. The Developer has made an application to register Deposited Plan 55241 in relation to the Land ("the Subdivision Plan").
- C. Pursuant to section 136D of the Transfer of Land Act 1893, the Developer wishes to create the following restrictive covenants on all lots the subject of the Subdivision Plan other than lots 466 and 9001 ("the Lot/s") for the benefit of all lots on the Subdivision Plan other than lots 466 and 9001 ("the Benefited Lots").

OPERATIVE PART

1. RESTRICTIVE COVENANTS

1.1 Land Use

The Registered Proprietor must not use or permit the Lot to be used other than for the construction and occupation of one permanent non-transportable single residential dwelling.

1.2 Dwelling Size

The Registered Proprietor must not construct or permit to be constructed on the Lot any dwelling unless the dwelling has a minimum Floor Area (as defined in Clause 2) of:

- (a) 140m² for any lot up to and including 400m² in area;
- (b) 150m² for any lot ranging from 401m² to 500m² in area;
- (c) 180m² for any lot ranging from 501m² to 600m² in area; or
- (d) 200m² for any lot ranging from 601m² to 1000m² in area; or
- (e) 220m² for any lot greater than 1000m² in area.

1.3 Building Materials

The Registered Proprietor must not construct or permit to be constructed on the Lot any dwelling unless:

Section 136D Deed of Restrictive Covenant
The Ridge: Stage 8A

mdk | mony de kerloy

Barristers and Solicitors

129 Royal Street
East Perth WA 6004
PO Box 6141
East Perth WA 6892

T: (08) 9221 5326
F: (08) 9221 5402
E: mdk@mdk.com.au
Ref: 70251 AJC
00044557.DOC

Our Ref: 70251 AJC

Landgate
1 Midland Square
MIDLAND WA 6056

Dear Sirs

RESTRICTIVE COVENANT

We advise that the intention of the restrictive covenants contained in the attached Deed of Restrictive Covenant is to bind all of the lots created on Deposited Plan 55241 other than Lots 466 and 9001 and is for the benefit of all lots on the Deposited Plan other than lots 466 and 9001.

We further advise that in our opinion the covenants contained in the attached Deed of Restrictive Covenant are restrictive covenants.

Yours faithfully



MONY DE KERLOY
11 April 2007

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