

EXECUTED AS A DEED:

The Common Seal of
PEET BALDIVIS SYNDICATE LIMITED
(ACN 070 919 283)
was hereunto affixed in accordance
with its Constitution
in the presence of:

)
)
)
)
)



Director

Director/Secretary

3. TIME LIMIT

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2010.

4. REGISTERED PROPRIETOR'S ACKNOWLEDGMENT

4.1 The registered proprietor acknowledges that the burden of the restrictive covenants in this deed runs with the Property and is for the benefit of every lot within this stage of the Ridge Estate other than the Excluded Land, and shall be enforceable against the registered proprietor and every subsequent registered proprietor of the Property.

4.2 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.

4.3 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.

1.9 SUBMISSION OF PLANS FOR APPROVAL

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

1.10 APPEARANCE

- (a) The registered proprietor must not permit any rubbish disposal containers on the Property to be stored or positioned in front of the building line except on days allocated by the local authority for rubbish collection from the Property.
- (b) The registered proprietor must not permit clothes hoists to be visible from the street on which the Property is located.
- (c) The registered proprietor must not permit any satellite dish to be visible from the street on which the Property is located.
- (d) The registered proprietor must not permit TV antennas to be visible above the roofline from the street on which the Property is located.
- (e) The registered proprietor must not permit any airconditioning 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.
- (g) The registered proprietor must not construct or permit to be constructed any letter box other than a letter box adjacent to the driveway, clearly numbered and complimentary to the house.
- (h) The registered proprietor must not park or allow to be parked on the Property or on the road or on any other lot near or next to the Property 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 Property 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 area between the external walls of the house including any alfresco area located under the main roof of the house, but excluding the area of any garage.

1.6 FENCING

The registered proprietor must not:

- (a) Construct or permit to be constructed on the Property 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 house on the Property and is not less than 1800mm high;
- (b) Construct or permit to be constructed on the Property 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 Developer (unless additional blocks are required to be added to a retaining wall) on or about any of the boundaries of the Property, 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 Property 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 as 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 Property, including adjoining road verges that are within public view to remain unlandscaped after 3 months of practical completion of any house on the Property.

1.8 VEHICLE REPAIRS

The registered proprietor must not carry out or permit to be carried out on the Property any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

- (b) 180m² for any lot ranging from 501m² to 600m² in area;
- (c) 200m² for any lot ranging from 601m² to 1000m² in area; or
- (d) 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 Property any house unless:

- (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 Property any house 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 house 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 Property are constructed and completed prior to occupation of the house;
- (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 if the lot size is between 500m² - 1000m² in area;
 - (ii) 20m² if the lot size is greater than 1000m² in area; and
 - (iii) 2m in height above the natural surface level of the Property;unless approved by the Developer.
- (b) using zincalume.

THIS DEED IS MADE THE 12th DAY OF September 2005

BY:

PEET BALDIVIS SYNDICATE LIMITED (ACN 070 919 283) care of 7th Floor, 200 St George's Terrace, Perth in the State of Western Australia ("the Developer").

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 12/09/05 10:32 002467563-001
FEE \$ *****0
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 9003 on Deposited Plan 45454 being the whole of the land contained in Certificate of Title Volume 2591 Folio 361 ("the Land").
- B. The Developer has made an application to register Deposited Plan 46795 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, except lots 261 and 9004 ("the Excluded Land") for the benefit of each such burdened lot. Each lot that is the subject of the Subdivision Plan other than the Excluded Land shall hereinafter be referred to as "the Property".

OPERATIVE PART:

1.1 LAND USE

The registered proprietor must not use or permit the Property to be used other than for the construction and occupation of one permanent non-transportable single residential dwelling house.

1.2 HOUSE SIZE

The registered proprietor must not construct or permit to be constructed on the Property any house unless the house has a minimum Floor Area (as defined in Clause 2) of:

- (a) 145m² for any lot up to and including 500m² in area;

Deed of Restrictive Covenant
The Ridge: Stage 5

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@bekkers.com.au
00016026.DOC

mdk | mony de kerloy

Barristers and Solicitors

Department of Land Information
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 46795 other than lots 261 and 9004 and is for the benefit of each such burdened lot created by the said Deposited Plan.

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

Yours faithfully

MDK

MONY DE KERLOY
2 September 2005
00016030.DOC

129 Royal Street T 08 9221 5326
PO Box 6141 F 08 9221 5402
East Perth WA 6892 E mdk@bckers.com.au ABN 89 318 631 804