

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 full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



EXAMINED

3445-7011-0997v2

OFFICE USE ONLY
0915425 RC
 22 Oct 2021 10:28:56 Perth

RESTRICTIVE COVENANT
 (INSERT NAME OF DOCUMENT)

LODGED BY: WESTLAND SETTLEMENT SERVICES PTY LTD
 ADDRESS: PO BOX 405, SOUTH PERTH WA 6951
 SUITE 5, GROUND FLOOR
 9 BOWMAN STREET
 SOUTH PERTH WA 6151
 PHONE NO: PH: 9325 1166 FAX: 9325 3166
 EMAIL: reelle@westlandsettlements.com.au
 REFERENCE NO: *193J*
 ISSUING BOX NO:

PREPARED BY: Corrs Chambers Westgarth
 ADDRESS: Level 6 Brookfield Tower Two
 123 St George's Terrace
 PERTH WA 6000
 PHONE No. (08) 94601666 FAX No. (08) 9460 1667
 EMAIL: adele.bayliss@corrs.com.au
 REFERENCE NO. 9162459 CW-Solaris stage 3

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

6/8

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.

LIVEABILITY

Liveable or safe and accessible homes are designed and fitted-out to allow ease of access and use for all people, including those with limited mobility, the aged, people suffering injuries and children.

Key Liveability elements include:

- Level, well illuminated entry
- Accessible, well illuminated car parking and pathways
- Wide doorways and passages (minimum 820mm wide)
- Accessible toilet and bathroom with semi recessed hand basin and hobless (step-free) shower. Minimum open flooring of 1.6m x 1m in the toilet and 2.3 x 2m in the bathroom
- Lever door handles
- Power points no lower than 300mm from the floor



ADDITIONAL INITIATIVES

Additional methods to reduce the long term sustainability include:

- thermal performance exceeding the BCA minimum 6 star requirement
- use of framed construction with light weight cladding (less embodied energy, better thermal performance, higher recyclable content and reduced footings compared with brick construction); or
- inclusion of ancillary accommodation to increase the design life of the building and make it more adaptable to the changing needs and circumstances of the occupants.

ENQUIRIES

If you have any enquiries, please contact us via:

Phone 1300 295 819

Email approvals@cedarwoods.com.au

DISCLAIMERS

Cedar Woods reserves the right to amend these Design Standards over time to reflect changes in development, construction practices and planning requirements. Cedar Woods reserves the right to apply, enforce, vary or waive any of the requirements if on balance the application embodies the objectives of the design principles and conforms to the contemporary Australian architectural vision. In the event that Cedar Woods follows a dispensation from the Design Standards, the dispensation will

neither set a precedent nor imply that the approval will be repeated.

The purpose of images and illustrations contained within this document is to illustrate the Design Standards they apply to only. In the case that an image or illustration does not fully comply with the Design Standards this will not override the wording or intent contained within this document, and approval for same will not be granted.

ACKNOWLEDGEMENTS

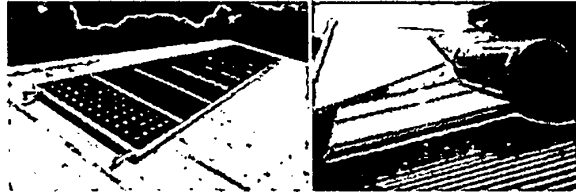
Images within this document have been sourced from Dulux, WB Design, Calstock.com.au, Ben Trager Homes, Home Improvement Pages, Darvelo Homes Pty Ltd, Celebration Homes, Arolic West, one of a kind group, Architecture & Design Pty Ltd, Colaband, Rail Stone Coating, James Hardie, BHC.com, Green Mega Store, Warrilla Homes

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RENEWABLE ENERGY

Renewable Energy takes advantage of nature systems, most commonly the sun, for the production of electrical energy and water heating. Incorporating an appropriately sized photovoltaic (PV) system and solar water heater to match your home and family's needs can go a long way to offsetting much of your energy demand over the year.



Key renewable Energy elements include:

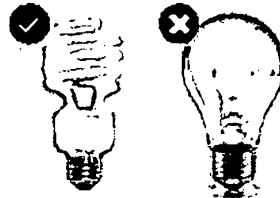
- Photovoltaic (PV) system
- Solar (with gas or electric booster) or Heat Pump hot water system.

IN-HOME ENERGY EFFICIENCY

In-home energy is a significant part of your total energy consumption. Choosing efficient appliances such as fridges and washing machines, and fixtures (such as ceiling fans and air conditioners) can significantly reduce your energy bills.



Peak load is the increased demand for electricity mainly during summer between 3pm and 9pm. This occurs when most people are at home using multiple appliances such as TVs, computers and air conditioners. You can reduce your peak load demand by including smart meters and having peak load control devices fitted to fixtures and fittings.



Key Energy Efficiency elements include:

- Energy efficient, peak smart air conditioners
- Ceiling fans to living areas and bedrooms
- Energy efficient lights - LED or fluorescent (CFL's)
- Automatic lighting sensors

WATER USE AND EFFICIENCY

Alternative Water and Water Reuse

The installation of alternative water systems can significantly reduce your water bill as well as preserve water availability for the future. Harvesting and the reuse of rainwater can greatly reduce scheme water use. The best use of rainwater is to have the tank plumbed directly to toilet flushing and for cold water to the washing machine. Greywater systems reuse laundry and shower water for garden irrigation.



Key Alternative Water and Water Reuse elements include:

- Rainwater tank plumbed to laundry and toilets
- Greywater system to irrigate garden areas

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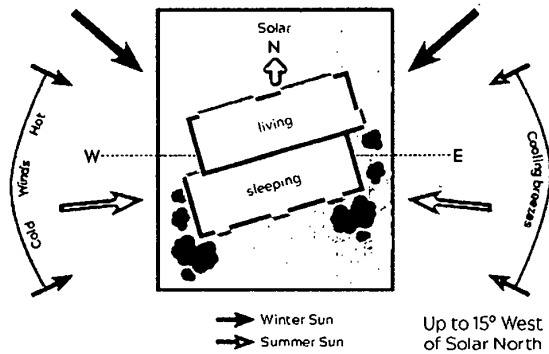
ADDITIONAL DESIGN CONSIDERATIONS

Ask your builder about some other additions such as the ones below. These will cost a little more up front, but the potential savings could save you much more in the medium to long term. These items are not mandatory at The Solaris but are included for your consideration only.

CLIMATE RESPONSIVE DESIGN

The cheapest way to ensure your home is energy efficient is to lay it out right. This should not add cost to your home – select a house plan which meets as many of the following elements as possible from the following list.

- Living rooms to be on the north facing side of the dwelling. If the lot faces north-west to north-east, then the living rooms can be on the east or west sides
- Bedrooms on the southern side of the dwelling
- Alfresco areas or patios to be on the east or west sides of the dwelling
- Utility rooms, store rooms, bathrooms and garage/carports to be situated on the east and west sides of the dwelling as much as possible
- Windows minimised (e.g. not to the floor) on the east, west and south sides of the dwelling or larger windows to have e-glass, double glazing or similar
- Larger windows to have awnings, deep eaves (450mm+), e-glass, double glazing or similar
- Windows to be maximised on north facing walls
- Ensure roof insulation extends to the eaves
- Use wall insulation
- Ensure breezes can flow through the home
- Tiles, linoleum or concrete floors encouraged to north or west facing living rooms
- Plant gardens which will protect the windows in summer and allow the sun in through the winter.



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FENCING AND LANDSCAPING

Cedar Woods provides front landscaping and side and rear fencing (excluding side gates or fencing between the house and side fence) to compliant designs, completed on or before 24 months after settlement.

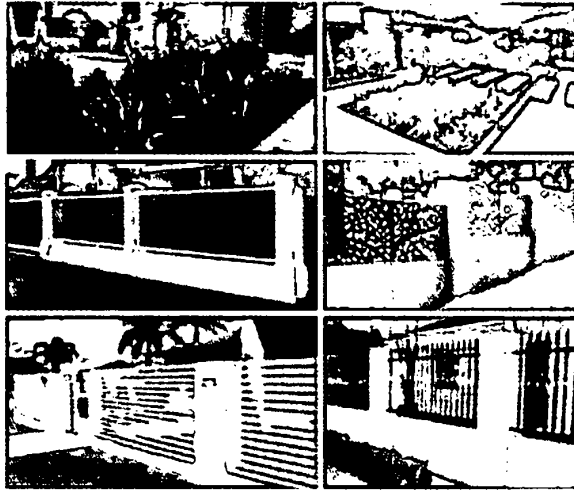
The landscaping provided excludes any 'hard' landscaping materials such as paving, planter boxes, or ornamental features.

The boundary fence will be installed 1 metre behind the front of the building line.

Owner installed fencing is permitted to the front of the home and must be visually permeable between 900mm to 1.8m high.

The colours and materials are to complement the dwelling, while still maintaining the feel of the estate.

Fencing to corner sites is to be provided by Cedar Woods and should maintain an interactive street frontage for at least the first 4m from the minimum front building setback line.



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9. LETTERBOXES

The letterbox shall be designed and finished in materials and natural colour tones to complement the dwelling appearance. Pier format letterboxes are encouraged and novelty letterboxes are not permitted.

Where front fencing is erected, the letterbox design should be integrated into the fence design.



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10. OUTBUILDINGS, UTILITIES AND FACILITIES

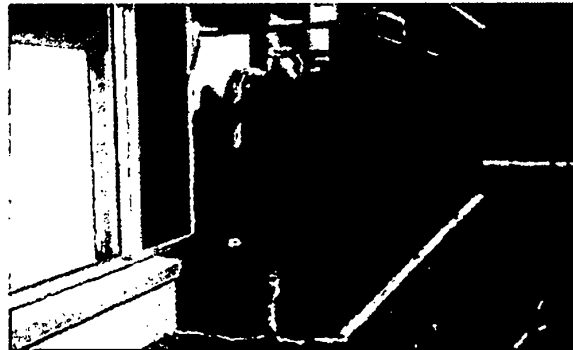
Outbuildings, sheds, meter boxes, bin storage areas, drying areas, air conditioning units, solar PV or hot water systems, satellite dishes, TV antennae are not to be on the front elevation, unless designed to complement the dwelling or concealed from view through use of appropriate screening.

All air conditioning units, solar hot water systems are to be of a similar colour to the surrounding roof or building material and are not to be located above the peak ridge of the roof of the main building. On north facing lots any solar hot water systems should be ground mounted units only.

Where a rainwater tank is visible from the front street, it must be incorporated well into the design or appropriately screened.

Structures greater than 25 square metres shall be constructed in the same materials and finishes to match the house.

All piped and wired services are to be concealed from public view.



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6. CORNER LOTS

The dwelling shall address both street frontages. If a brick or rendered finish is on the primary street then this same finish needs to continue to the secondary street up to 1.5m. This will improve the secondary streetscape and will enhance the appeal of the estate.

Fences on corner lots are to finish up to brick or rendered feature finishes or where possible 1 metre behind the front of the building line.

Meter boxes should, where possible, be located on the side opposite the corner, unless this is a zero lot wall. In this instance the meter box can be positioned at a minimum of 500mm from the front corner.



7. GARAGES AND CARPORTS

Except on laneway lots, a garage must be incorporated into the main building and include a fitted sectional door in a colour to complement the dwelling.

The garage is to be setback at least 500mm behind the house front not including porches, verandahs, blade walls or any other features.

The garage must accommodate 2 cars with a minimum area of 30m².

Carports are permitted for laneway lots only and shall include a solid garage door.

Trailers, caravans and boats stored on the property should be screened from view of the street.



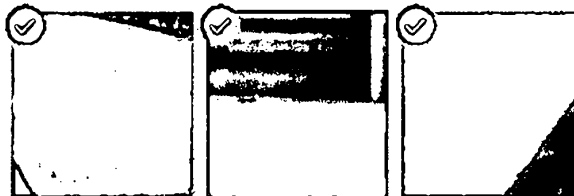
Garage should not be level or in front of the main house

8. DRIVEWAY AND CROSSOVER

The driveway and crossover shall comprise of brick paving, liquid limestone or exposed aggregate and finished in materials and colour tones to complement the dwelling appearance unless otherwise approved by Cedar Woods.

Grey or coloured concrete to driveways or crossovers are not permitted.

Crossovers and garage levels to be in accordance with the City of Armadale.



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4. ROOF

Where a sloped roof is proposed, the roof visible to the street(s) must be a minimum 25-degree pitch for the main roof.

Gables are permitted within the roof scape.

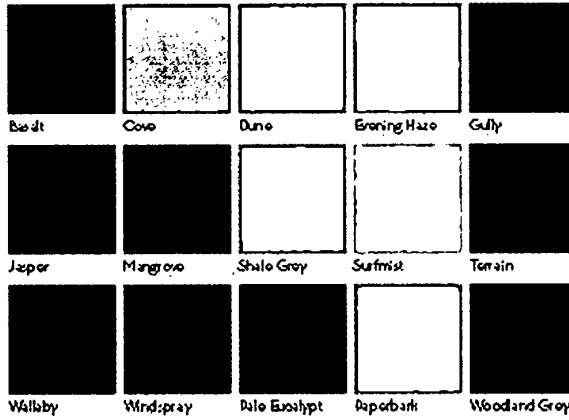
A skillion roof is permitted. There must be a visible overhang to the skillion roof. A flat topped parapet wall to a sloped roof behind is permitted where the roof is fully concealed from the street(s).

Roof materials shall be corrugated (i.e. Colorbond) or roof tiles in colour tones that match a approved colour palette.

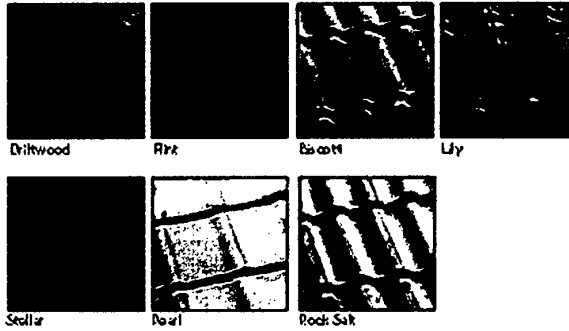
Black or dark colours are not permitted.

Plain zincalume is not permitted.

Colours - Colorbond



Colours - Roof Tiles



5. DOORS (FRONT)

Front entry doors are required to include any type of glazing or to include a sidelight.

This provides passive surveillance to the front of the home.



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2. FAÇADE MATERIALS

To provide visually interesting facades we require that a combination of materials be used.

The primary material for the façade shall be render, single brick, HardiePlank™ and other materials considered by the developer based on merit.

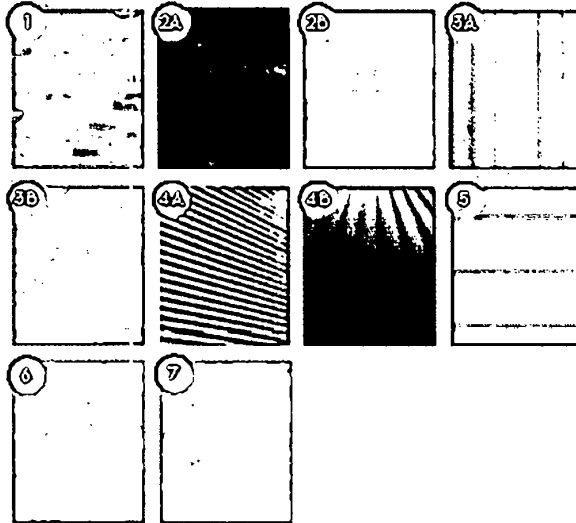
The façade should include a contrast feature to a min of 10% and max of 25% from the materials below:

1. Single or 2c face brick
2. Tiles
3. Cladding - timber or stone
4. Corrugated iron
5. HardiePlank™
6. Rendered finish
7. Limestone

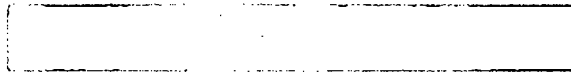
Two render colours only will not comply.

The façade excludes the roof, gutter, downpipes, windows, brick planters and the garage door.

The façade colour palette is included to keep the estate looking consistent.



Facade - Primary



Facade - Contrast



3. WINDOWS

Windows are required to be clear glazed and of a rectangular or square proportion on the front elevation.

Where wide openings are required, windows should be divided into a series of vertical panels.

1. Awning
2. Casement
3. Sliding

NOTE: Roller shutters are not permitted on the front elevation windows. Or if a corner lot they are not permitted on the side elevation forward of the side boundary fence.



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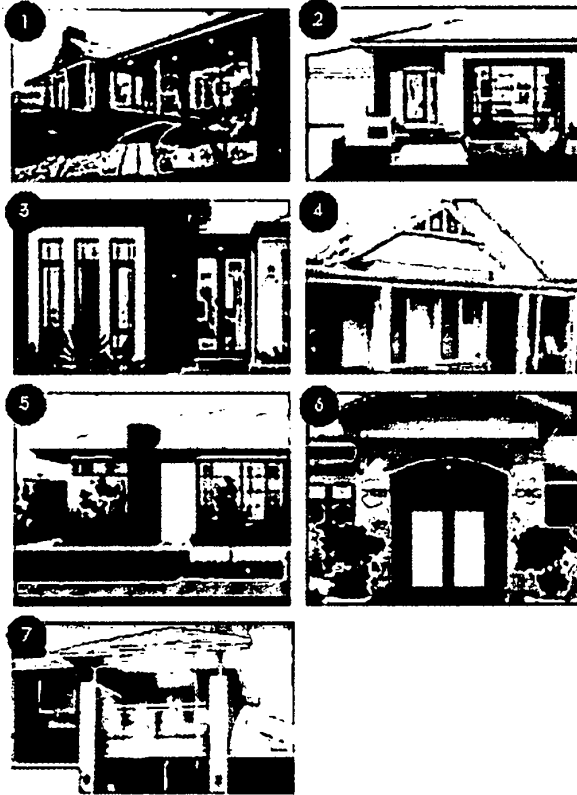
DESIGN GUIDELINES

1 FAÇADE FEATURES

To create interest and give your home character, the façade must be articulated (not flat) and include a minimum of one of the following features:

1. Verandah minimum depth 1.2m x 3.5m
2. Covered Portico/Porch extending from the front door minimum 1.2m deep
3. Contrasting rendered or face bricksills
4. Gables
5. Bladewall
6. Archway
7. Balcony

Features which serve a purpose are encouraged; planter boxes are not considered to be a feature.



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9. LETTERBOXES

If installing a letterbox it should be a pier format in a colour and material to complement the dwelling and guidelines.

- Yes
- No
- By owner after handover

NOTE: Novelty letterboxes are not permitted

10. UTILITIES

The following utilities are not to be on the front elevation:

- Yes
- No

- Bin storage
- Meter boxes
- Air conditioning units
- Satellite dishes
- Solar PV or hot water units
- Rainwater tanks
- TV antennae

ALL APPLICATIONS MUST INCLUDE:

- (1) Builder Checklist
- (2) Site Plan
- (3) Elevations
- (4) Floor Plans
- (5) Material and Colour Schedule

ALL APPLICATIONS MUST BE SENT TO:

Cedar Woods Properties Ltd
 PO Box 788
 WEST PERTH WA 6872
 Or email to: approvalswa@cedarwoods.com.au

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Solaris - Builder Checklist for Design Approval

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4. ROOF

Is your roof either a standard hip roof with a minimum pitch of 25 degree? Yes
 No

OR

A skillion design?

NOTE: Roof materials shall be corrugated (ie Colorbond) or roof tiles in colour tones that match approved colour palette. - refer page 9

Black or dark colours are not permitted.

Plain zinalume is not permitted.

5. DOOR (FRONT)

Is the front door visible from the street and include any type of glazing or include a sidelight? Yes
 No

6. CORNER LOTS

Is it a corner lot? Yes
 No - Go to question 7

Does the primary street material (ie render) continue to the secondary street to at least 1.5m? Yes
 No

7. GARAGES AND CARPORTS

Does your double garage accommodate at least 2 vehicles (minimum of 30m²) and include a sectional door? Yes
 No

If a front loaded garage, is it setback a minimum of 500mm from the front of the home? This does not include the verandah, porch, blade walls etc Yes
 No

8. DRIVEWAY AND CROSSOVER

Does the driveway and crossover include one of the following materials in a colour to match approved colour palette? Yes
 No
 By owner after handover

- Brick paving
- Exposed aggregate
- Limestone

NOTE: Grey or coloured concrete to driveways or crossovers are not permitted. If by owner, this will be confirmed before fencing and landscaping rebates are applied.

NOTE: Crossovers and garage levels to be in accordance with the City of Armadale.

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1. FACADE FEATURES

Is your facade articulated, (ie not flat) and contain a minimum of one of the following features? - refer page 7 Yes No

- Verandah (minimum depth 1.2m x 3.5m)
- Covered Portico/Porch extending from the front door (1.2m deep)
- Contrasting rendered or face brick sills
- Gable/s
- Blade wall
- Archway
- Balcony

2. FACADE MATERIALS

Does your design include the primary material for the facade as render, single brick, HardiePlank™ or any other materials considered by the developer based on merit. The facade contrast feature must be to a min of 10% and max of 25% from the materials below? - refer page 8 Yes No

- Single or 2c face brick
- Tiles
- Cladding - timber or stone
- Corrugated iron
- HardiePlank™
- Render
- Limestone

Note: 2 render colours only will not comply

3. WINDOWS

Are all windows on the front facade clear glazed and are rectangle or square in shape? Yes No

- Awning
- Casement
- Sliding

Where wide openings are required, windows should be divided into a series of vertical panels.

NOTE: Roller shutters are not permitted on the front elevation windows. Or if a corner lot they are not permitted on the side elevation forward of the side boundary fence.

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BUILDER CHECKLIST FOR DESIGN APPROVAL

To apply for Design Approval, please complete and return the following form and attachments to: approvalsWA@cedarwoods.com.au

In accordance with the conditions of the Contract of Sale and Solaris Guidelines entered into with Cedar Woods, I hereby seek approval on the design and materials proposed to be used for the building as set out hereunder:

APPLICANT

Name

Phone Email

Address

..... State Postcode

LANDOWNER

Name

Phone Email

Address

..... State Postcode

PROPERTY DETAILS

Lot Street Number

Street name

BUILDER OR HOMEOWNER DECLARATION

Signed Date

Print name

All statements made in this application are true and correct. Applicants must demonstrate compliance with all the Design Guidelines in order to be eligible for fencing and landscaping rebates.

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INTRODUCTION

PURPOSE OF THESE DESIGN GUIDELINES

These Design Guidelines are in place to encourage the best possible housing design outcomes and to reflect the project vision at Solaris. Every lot purchaser is provided a copy of these Design Guidelines when signing their land contract. Please forward a copy to your builder/architect to ensure they are addressed in the design of your new home.

These Guidelines also reflect Cedar Woods' commitment to deliver sustainable communities and will help reduce your home's operating costs.

WHAT HAPPENS FIRST?

STEP 1 Decide on your builder, house type and facade. Ensure the builder has a copy of the Design Guidelines.

STEP 2 Complete the Building Design Approval Checklist with your builder as you review the house plans to ensure that all of the Design Requirements are addressed.

STEP 3 Have your builder send the completed (1) Builder Checklist (2) Site Plan (3) Elevations (4) Floor Plans (5) Material and Colour Schedule to Cedar Woods for design approval.

Note: You can send approvals directly to approvalswa@cedarwoods.com.au

STEP 4 Cedar Woods will review your application to ensure compliance. If your home design complies with the design standards, your plan will be approved and returned to you.

If your house design requires changes in order to comply with the design requirements, Cedar Woods will provide written advice detailing the areas of non-compliance and return the application to your builder for amendment and resubmission. Cedar Woods and/or your builder may be able to suggest ways to ensure compliance.

STEP 5 Lodge your Cedar Woods approved house design to your local government for building approval.

APPLICATION REQUIREMENTS

The application requirements listed below allows Cedar Woods to thoroughly assess your house design to ensure that it achieves the best possible outcome for you and achieves the vision for Solaris.

All applications must be sent to:

Cedar Woods Properties Ltd
PO Box 788
WEST PERTH WA 6872

Or via email: approvalswa@cedarwoods.com.au

IMPORTANT NOTES

- Cedar Woods' Design Guidelines approval process does not constitute a local government planning or building license approval.
- Applications must contain all the required information as identified in the section 'Application Requirements'. Cedar Woods will not accept incomplete applications.
- Design approval will only be granted to an application as a whole. Conditional (partial) approval may only be granted where the colour selection remains to be made.
- Design approval will only be granted in relation to the information that is detailed on the plans or otherwise submitted in your application. Any and all changes to

an approved plan or additional detail will need to be submitted to Cedar Woods for approval.

In the case of a possible conflict between two or more standards, Cedar Woods will assess the outcome of such a conflict on its merits and general consistency with the intent of the Design Standards.

The decision to approve an application is based on compliance with the Design Standards at the sole discretion of Cedar Woods.

Prior agreement with the landscape design principles is required as part of your application. Qualification for Cedar Woods' free front landscaping package is

dependent on Cedar Woods' appointed landscape contractors confirming that these principles are complied with in your final landscape package.

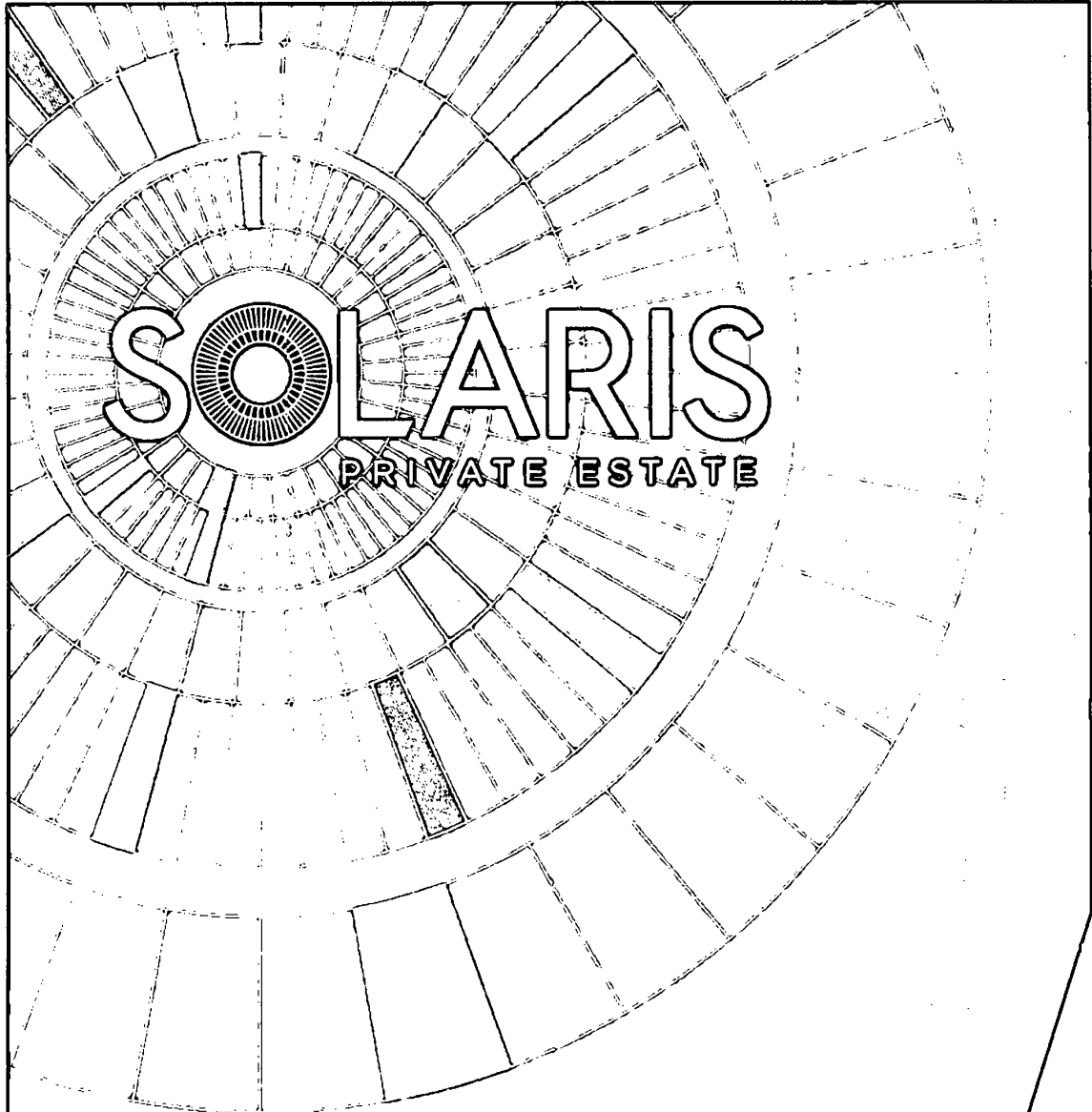
RELATIONSHIP TO LOCAL GOVERNMENT PLANNING

These Guidelines do not replace or override, but should be read in conjunction with, the statutory planning requirements of the City of Armadale including its town planning scheme, local planning policies, any Detailed Area Plans / Local Development Plan, the Residential Design Codes and such other planning controls which may apply.

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ANNEXURE A



DESIGN
GUIDELINES
SEPTEMBER 2019



3445-7011-0997v2

5. PROPERTIES TO BE BENEFITED

The Proprietor intends the benefit of the Restrictive Covenants to be for each Property (other than the particular Property burdened) and may be enforced by the registered proprietor for the time being of each Property (other than the particular Property burdened).

6. SEVERABILITY

- (a) If any term or condition of this document is void, voidable, unenforceable or contrary to law, but would not be void, voidable, unenforceable or contrary to law if it were read down, that term or condition shall be read down accordingly.
- (b) If despite clause 6(a), a term or condition of this document is still void, voidable, unenforceable or contrary to law:
 - (i) if the term or condition would not be void, voidable, unenforceable or contrary to law if a word or words were omitted from the term or condition, then that word or those words (as the case may be) shall be severed from the relevant term or condition; and
 - (ii) in all other cases, the whole of the relevant term or condition shall be severed from this document, and the remaining terms and conditions of this document shall continue in full force and effect.

7. EXPIRY DATE

The Restrictive Covenants shall operate and be enforceable until midnight on the date being the tenth anniversary of the date on which the last certificate of title was issued for a Property, at which time the Restrictive Covenants will expire and cease to have any further effect.

8. NO OBLIGATION TO ENFORCE

The Proprietor has no obligation or responsibility for enforcement of the Restrictive Covenants, and has no liability to any other person in respect of any failure or neglect on the Proprietor's part to enforce any of the Restrictive Covenants, it being the intention that each registered proprietor for the time being of each Property has a right to enforce the Restrictive Covenants.

- (h) the word "includes" in any form is not a word of limitation; and
- (i) a reference to "\$" or "dollar" is to Australian currency.

1.3 Governing Law

This document is governed by and will be construed according to the laws of Western Australia.

2. RESTRICTIVE COVENANTS

2.1 No Breach Of Design Guidelines

- (a) In relation to each Property on the Plan, the Proprietor covenants and agrees on behalf of itself, its successors in title, transferees and assigns, to the intent that the covenants and agreements shall run at law and in equity with the title to each Property NOT to breach, or cause to be breached, the Design Guidelines.
- (b) For the avoidance of doubt, lots 309, 310, 8000, 9005 and 9006 are not encumbered by the Restrictive Covenants.

2.2 Retaining Walls and Fences

The Proprietor covenants and agrees on behalf of itself, its successors in title, transferees and assigns, to the intent that the covenants and agreements shall run at law and in equity with the title to each Property that it will not (and will not allow or permit any other person to):

- (a) Alter or remove any of the retaining walls or fences erected on the boundaries of the Property (**Retaining Walls and Fences**) or permit the Retaining Walls and Fences to fall into a state of disrepair;
- (b) Replace or repair any Retaining Walls and Fences except in the same style and colour as the existing Retaining Walls and Fences;
- (c) Raise the level of the surface of the Property by more than 200 millimetres;
- (d) erect or display on the Property any sign or advertising of any description whatsoever other than:
 - (i) a sign erected by a Builder in accordance with the *Building Services (Registration) Act 2011 (WA)* and in which case only during the period of construction of the Dwelling on the Property; and
 - (ii) a "FOR SALE" sign in respect of the Property, unless the dwelling has been completed on the Property.
- (e) For the avoidance of doubt, lots 309, 310, 8000, 9005 and 9006 are not encumbered by the Restrictive Covenants.

3. SECTION 136D OF THE ACT

Pursuant to section 136D of the Act, the Proprietor requires the certificate of title that issues for each Property be encumbered by the Restrictive Covenants.

4. PROPERTIES TO BE BURDENED

The Proprietor intends the burden of the Restrictive Covenants to:

- (a) run with the land described in each certificate of title that issues for each Property; and
- (b) be enforceable by the Proprietor and its successors in title, being each and every subsequent registered proprietor for the time being of a Property (other than the particular Property burdened) against the registered proprietor of the particular Property burdened.

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BACKGROUND:

- A. The Proprietor is the registered proprietor of an estate in fee simple of the Site.
- B. The Proprietor intends to subdivide the Site and has lodged with the Western Australian Planning Commission a plan of subdivision in relation to the Site, which is now the subject of Deposited Plan 420907.
- C. The Proprietor proposes the creation of a number of lots, being lots numbered 18, 98 and 99, lots numbered 111 to 122 (inclusive), lots numbered 127 to 143 (inclusive), lots numbered 147 to 160 (inclusive) and lots numbered 309, 310, 8000, 9005 and 9006 on Deposited Plan 420907.
- D. It is the purpose of this Deed to constitute the instrument referred to in section 136D(3) of the Transfer of Land Act 1893.
- E. Pursuant to section 136D of the Transfer of Land Act 1893, the Proprietor requires each Property to be encumbered by the Restrictive Covenants so that the Restrictive Covenants will be noted on the Plan and the burden of the Restrictive Covenants will be noted as an encumbrance on the certificate of title for each Property.
- F. For the avoidance of doubt, lots 309, 310, 8000, 9005 and 9006 are not encumbered by the Restrictive Covenants.

DEED POLL AS FOLLOWS:**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this document:

| | |
|------------------------------|--|
| Act | means the <i>Transfer of Land Act 1893</i> . |
| Design Guidelines | means the design guidelines attached to this document as Annexure A. |
| Plan | means Deposited Plan 420907. |
| Property | means each of the lots numbered 18, 98 and 99, lots numbered 111 to 122 (inclusive), lots numbered 127 to 143 (inclusive) and lots numbered 147 to 160 (inclusive) on the Plan, which shall be created by the subdivision of the Site. |
| Proprietor | means the person so described in the Reference Schedule. |
| Restrictive Covenants | means the restrictive covenants set out in clause 2(a) of this Deed. |
| Site | means the land so described in the Reference Schedule. |
| this document | includes these Terms and Conditions and all annexures to this document. |

1.2 Interpretation

In this document, and unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the expression "person" includes an individual, the estate of an individual, a corporation and a statutory authority;
- (c) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (d) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (e) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (f) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this document, and a reference to this document includes any schedule, exhibit or annexure to this document;
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

3445-7011-0997v2

EXECUTED as a deed poll:

SIGNED for and on behalf of **TERRA PROPERTY PTY LTD**)
 ACN 098 279 000 **BENJAMIN ROSSER**)
 by _____ and)
PRESTON O'KEEFE its)
 Attorneys under a Power of Attorney dated 7 August 2019)
 and Registration No. O212280 and the Attorney declares)
 that the Attorney has not received any notice of the)
 revocation of such Power of Attorney in the presence of:)

Attorney sign above

Benjamin Rosser
STATE MANAGER

Print attorney name above

Print attorney office or position above

Witness sign above

SCOTT WADDELL

Print witness name above

8 KILDARE ROAD, FLOREAT, WA

Witness address

ASSISTANT DEVELOPMENT MANAGER

Witness occupation

Attorney sign above

PRESTON O'KEEFE

Print attorney name above

SENIOR DEVELOPMENT MANAGER

Print attorney office or position above

Witness sign above

SCOTT WADDELL

Print witness name above

8 KILDARE ROAD, FLOREAT, WA

Witness address

ASSISTANT DEVELOPMENT MANAGER

Witness occupation

3445-7011-0997v2

REFERENCE SCHEDULE

1. DATE OF THIS DOCUMENT

27 July 2021

2. PROPRIETOR

TERRA PROPERTY PTY LTD ACN 098 279 906 of care of Cedar Woods Properties Ltd, Ground Floor,
50 Colin Street WEST PERTH WA 6005

3. SITE

Lot 101 on Diagram 58509 being the whole of the land comprised in Certificate of Title Volume 2149
Folio 330

and

Lot 9004 on Deposited Plan 420124 being the whole of the land comprised in Certificate of Title Volume
2999 Folio 801

3445-7011-0997v2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

TERRA PROPERTY PTY LTD
ACN 098 279 906
("PROPRIETOR")

DEED OF RESTRICTIVE COVENANT

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