


# Annexure B

## Restrictive Covenants

**MAHALA**  
**FORRESTDAL**

1. The Buyer acknowledges that there are certain restrictive covenants relating to the use that will apply to the Property for the purpose of enhancing the amenity of all residential Lots within the Mahala development.
2. The definitions in clause 26 of the 2022 General Conditions and the definitions in Annexure A apply in this Annexure B.
3. The restrictive covenants in clause 5 (**Restrictive Covenants**) will be registered on the certificate of title to the Property pursuant to s136D of the Transfer of Land Act 1893 (WA) (subject to any amendments required to convert the covenants into Landgate registrable form). The restrictive covenant once prepared in Landgate registrable form will specify the Lots on the Subdivision Plan that will be benefited and burdened by the Restrictive Covenants.
4. Accordingly, the burden of the Restrictive Covenants shall run with each of the specified Lots for the benefit of each of the other specified Lots. The Restrictive Covenants shall be enforceable against the registered proprietor of a specified Lot by the Seller and every subsequent registered proprietor of each other specified Lot.
5. The registered proprietor for the time being of the Property must not:
  - (a) construct or erect or externally renovate any building or structure or appendage or improvement of any kind on the Lot (including but not limited to outbuildings, car parking areas, structures, landscaping, spaces, undercover and open storage areas, fences, walls, air conditioning units, television, radio or other antennae) without the prior written consent of the Seller which shall not be unreasonably withheld;
  - (b) erect or display any sign, boarding or advertisement of any description whatsoever on the Lot without the prior written consent of the Seller provided that such consent shall not be unreasonably withheld;
  - (c) permit or authorise any part of a residence constructed on the Lot to be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile storage, vending or any non-residential purpose other than a business purpose which in the opinion of the Seller is quiet and unobtrusive and which does not in any way detract from the general amenity of the Lot;
  - (d) park, store or keep or permit to be parked, stored or kept on the Lot any vehicle of a commercial type which is used in the ordinary course of any business other than in accordance with the Design Guidelines issued by the Seller from time to time;

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- (e) conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle on the Lot other than wholly within a garage on the Lot;
  - (f) raise, breed or keep, permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the Lot provided that this restriction shall not operate to prevent the registered proprietor from keeping no more than two domestic pets on the Lot;
  - (g) accumulate or permit to accumulate any rubbish or garbage or other waste material on the Lot or keep or permit the same to be kept on the Lot except in containers located in areas of the Lot which are not visible from any street adjoining the Lot;
  - (h) construct or erect or cause or allow to be constructed or erected on the Lot any residential dwelling or any other building, improvement, erection or thing which does not comply with the Design Guidelines;
  - (i) erect a dwelling house with a floor area of less than 160 square metres (exclusive of carports, garages, verandahs and other enclosed areas) on any Lot which is not less than 500 square metres and no more than 600 square metres; and
  - (j) erect a dwelling house with a floor area of less than 190 square metres (exclusive of carports, garages, verandahs and other enclosed areas) on any Lot which is not less than 600 square metres.
6. The Restrictive Covenants shall expire and cease to have effect from and including 31 December 2034.
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