

Restrictive Covenants

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the restrictive covenants as set out below and registered on the Certificate of Title.

1. CONSTRUCTION ON THE LAND

The Registered Proprietor must not construct, erect, or install or permit to be constructed, erected, or installed on the Land:

Residence

- (a) a residence unless it is a permanent, non-transportable dwelling;

Driveways

- (b) a residence unless a driveway and the crossover between the road and the parking area on the Land are constructed and completed prior to occupation of the residence;
- (c) a driveway unless it is:
 - (i) no more than 6 metres wide; and
 - (ii) constructed of brick paving or coloured concrete;

Facades

- (d) a residence unless it has a front façade comprising of at least one of the following architectural features (two if the residence has a skillion roof to the front elevation):
 - (i) a gable;
 - (ii) projecting sill courses to windows;
 - (iii) at least one arch with projecting masonry corbels;
 - (iv) a verandah or balcony with a minimum depth of 500mm for at least 50% of the elevation;
 - (v) a portico with a minimum width of 1,500mm;
 - (vi) a blade wall;
 - (vii) a feature rendered wall; or
 - (viii) a feature stone wall;
- (e) a residence unless it has a front façade comprising a minimum of 2 different colours or textures with each such colour or texture (as applicable) making up at least 10% of the total surface area of the facade. For the purpose of this clause, the term façade does not include the roof, gutters, downpipes, windows, or doors;
- (f) a residence unless it has a front façade comprising, where the window openings are greater than 600mm wide in the front elevation, windows with a vertical proportion of at least 2:3 (width:height) or are composed of panes with a vertical proportion of at least 2:3;

Roof Pitch

- (g) a residence unless it has a roof pitch of a minimum of 24 degrees, except in the case of curved or skillion roofs;

Front Wall Height

- (h) a residence, where the residence is a single storey residence which has vehicle access from a rear laneway, unless it has a front wall height across the full width of the elevation to a minimum of 31 vertical brick courses (approximately 2.7m);

Garages

- (i) where the Land has a frontage of more than 10 metres, a residence unless it contains a double, side by side garage making provision for parking of at least 2 motor vehicles;
- (j) where the Land has a frontage of less than 10 metres, a residence unless it contains at least a single garage making provision for parking of at least 1 motor vehicle;
- (k) a garage that is not located under the main roof of the residence unless it:
 - (i) is made of the same materials as the residence; and
 - (ii) matches or complements the residence, in respect of the pitch of the roof, the materials used, the design and external appearance including colour and quality of construction;
- (l) where the Land is serviced by a rear laneway, a residence unless vehicular access to any garage on the Land is via the rear laneway;

Materials

- (m) a residence:
 - (i) using external wall materials other than new materials that are either predominantly painted or rendered concrete, clay bricks, limestone, weatherboard, composite material, or other similar material;
 - (ii) using roof materials other than concrete tiles, clay tiles, or Colorbond metal; and

Fencing

- (n) any fencing forward of the front building line of the residence built on the Land unless it:
 - (i) adjoins the residence and is built of masonry or rendered masonry to match the residence with open style pool or timber infill; or
 - (ii) is required by local laws to comply with safety requirements;
- (o) any side or rear dividing fence unless it is:
 - (i) at least 1800mm in height; and
 - (ii) constructed of Colorbond metal and finished in "Teatree" on both sides;
- (p) any secondary street boundary fencing (being a side boundary fence which faces a street) unless it is:
 - (i) visually permeable above a height of 1200mm along a length of at least 3000mm from the end of the truncation; and

- (ii) constructed of Colorbond metal finished in “Teatree” on both sides, brushwood, masonry or rendered masonry to match the residence or with open style pool or timber infill;

Outbuildings

- (q) an outbuilding that is constructed of Colorbond metal unless it:
 - (i) is finished externally in “Teatree” coloured Colorbond;
 - (ii) has a floor area of 15 square metres or less; and
 - (iii) does not protrude more than 350mm above any fence line;
- (r) an outbuilding that is constructed of anything other than Colorbond metal unless it matches or complements the residence on the Land in respect of the materials used and the design and external appearance including colour and quality of construction;

Air Conditioner/Evaporative Cooler

- (s) an air conditioner or evaporative cooler, unless it is:
 - (i) a similar colour to the roof of the residence;
 - (ii) located on the rear elevation or the rear half of a side elevation of the residence; and
 - (iii) installed no more than 300mm above the ridge line of the roof;

Solar Hot Water / Solar PV System

- (t) a solar hot water system or photo-voltaic system unless it:
 - (i) is screened from public view (where possible without adversely impacting the solar efficiency of same) or otherwise located in the least visibly obtrusive location from the street and any nearby public open space areas;
 - (ii) fits the roof profile and is not elevated at an angle to the roof profile; and
 - (iii) matches or complements the residence;

Letterbox

- (u) a letterbox unless it:
 - (i) is located adjacent to the driveway or incorporated into front fencing (if fencing forward of the building line is permitted);
 - (ii) is clearly numbered; and
 - (iii) matches or complements the residence; and

Antenna and Satellite Dishes

- (v) a TV antenna or satellite dish unless screened from public view or otherwise located in the least visibly obtrusive location from the street and any nearby public open space areas.

2. USE OF THE LAND

The Registered Proprietor must not:

Vehicles

- (a) park or allow to be parked on the Land any commercial vehicles having an aggregate weight greater than 3.5 tonnes, caravans, trailers, boats, or any other mobile machinery ("commercial vehicles") unless the commercial vehicles are housed or contained wholly within the garage on the Land or are otherwise screened from public view;
- (b) carry out any repairs to or restoration of any vehicles, including without limitation commercial vehicles, parked on the Land unless such repairs or restoration are carried out wholly within the garage on the Land or are otherwise screened from public view;
- (c) park or allow to be parked by any person associated with the Registered Proprietor on any road near the Land or on any other land near to or next to the Land any commercial vehicles;

Clothes Line/Rubbish Bin

- (d) permit any clothes line and/or rubbish bin on the Land unless it is screened from public view;

Fences

- (e) where the Developer has erected retaining walls or fences on any of the boundaries of the Land:
 - (i) alter or remove any of the retaining walls or fences except to permit the construction of a parapet wall or as otherwise approved by the City of Kwinana;
 - (ii) allow or permit the retaining walls or fences to fall into a state of disrepair; and/or
 - (iii) repair or renew such retaining walls or fences except in predominantly the same materials, style and colour as the existing retaining walls and fences;

Surface Level

- (f) alter the level of the surface of the Land other than with the approval of the City of Kwinana and in any event by not elevating the level by more than 300 millimetres;

Signs

- (g) erect or display or cause to be erected or displayed on the Land any sign, hoarding or advertising of any description whatsoever other than:
 - (i) a sign erected by a builder in accordance with the Builders Registration Act during the period of construction of a residence on the Land;
 - (ii) a "FOR SALE" sign provided it is erected after completion and occupation of a residence on the Land; or
 - (iii) where it is permitted to construct a display home on the Land, a sign advertising the display home;

Street Trees

- (h) remove or cause to be removed, any street trees planted by the Developer on the Land or on any road verge adjacent to the Land.

3. REGISTERED PROPRIETOR'S ACKNOWLEDGEMENT

The Registered Proprietor acknowledges that:

- (a) the restrictive covenants herein contained shall operate and be enforceable until 31 December 2025 after which date the restrictive covenants will cease to have any further effect;
- (b) the burden of the restrictive covenants herein contained shall run with the Land for the benefit of every other lot noted as receiving the benefit of the restrictive covenants on the relevant deposited plan;
- (c) the restrictive covenants shall be enforceable against the Registered Proprietor and every subsequent registered proprietor of the Land, by the registered proprietors of the lots receiving the benefit of the restrictive covenants;
- (d) the Seller has no obligation to enforce the restrictive covenants but reserves the right to do so; and
- (e) each restrictive covenant is separate from the other and therefore if any covenant 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.