

ANNEXURE B – RESTRICTIVE COVENANTS (AS PROPOSED)

OPERATIVE PART:

1. CREATION OF RESTRICTION

Pursuant to section 136D of the *Transfer of Land Act 1893* (WA), the Developer hereby creates restrictive covenants on all Lots, unless otherwise specified, in the following terms:

A REGISTERED PROPRIETOR SHALL NOT:

Compliance

- (a) Develop a Lot or construct upon a Lot a dwelling unless such development or construction is in accordance with the requirements of the Residential Design Codes, the Town Planning Scheme, the approved Detailed Area Plan (as amended and may apply) and all relevant by-laws and policies of the relevant Shire of council;

Minimum Street Front Elevation

- (b) If a Lot has a street frontage width of greater than fifteen (15) metres, construct a dwelling with a street front elevation width of less than eighty percent (80%) of the street frontage width of the Lot. For the purpose of a corner lot, the street frontage relates to the primary street frontage only and for the purpose of measuring the street frontage width, any truncation is ignored and the measurement is taken along the side of the Lot abutting the primary street;
- (c) If a Lot has a street frontage width of less than fifteen (15) metres, construct a dwelling with a street front elevation width of less than seventy-five percent (75%) of the street frontage width of the Lot. For the purpose of a corner lot, the street frontage relates to the primary street frontage only and for the purpose of measuring the street frontage width, any truncation is ignored and the measurement is taken along the side of the Lot abutting the primary street;

External Finish

- (d) Construct a dwelling with external wall material not primary made of stone, brick face or painted or coloured cement render;
- (e) Construct a dwelling without incorporating either a portico, gable or feature wall into the street front elevation of the dwelling;
- (f) Construct a dwelling unless each street facing façade is made up of at least two (2) different colours or textures with each such colour or texture (as applicable) making up at least ten percent (10%) of the total surface area of

the relevant façade. For the purpose of this clause the term "façade" does not include the roof, gutters, downpipes, windows or doors;

- (g) Construct a dwelling with roofing materials other than concrete or clay tiles or colourbond sheeting (Zincalume is not permitted) and with a pitch no less than 5 degree (5 °) and no greater than twenty-five degrees (25°);

Carports:

- (h) Construct a dwelling without a carport or garage capable of housing at least two (2) motor vehicles. Such garage shall not be constructed other than in a manner which compliments the dwelling in respect to roof pitch, materials used, design, colour and external appearance; and
- (i) Construct out buildings greater than 15m² and/or higher than 3m unless they are constructed from materials that compliment the dwelling in appearance;

Driveways:

- (j) Construct a dwelling, unless a driveway and cross-over between the road and the parking area on the Lot are constructed and completed at the same time as or prior to occupation of the dwelling. Any driveway or crossover constructed shall not be less than three metres (3m) wide and no greater than six metres (6m) wide or constructed from anything other than brick pavers, coloured concrete or similar.

Solar Heaters:

- (k) Install solar heaters and air conditioners on that part of a roof facing a street and the solar heaters and air conditioners shall not be painted (or consisted of colour material) of any colour that does not match the roof colour;

Commercial Vehicles:

- (l) Park commercial vehicles including trucks, buses and tractors at the dwelling or on a verge abutting the dwelling unless screened from public view at all times or unless parked during the normal course of business by a visiting tradesman;

Repairs:

- (m) Repair, restore or maintain any motor vehicle, motor cycle, boat, trailer or any other vehicle unless carried out behind the building line and screened from public view at all times;

Fences:

- (n) Construct side and rear boundary fences using anything other than "River Sand" or similar coloured "Colourbond" fence panels or sheets with "Wooden Grey" or similar colour capping, posts and rails to a maximum height of one and eight tenths of a meter (1.8m) measured from the ground level up (for the avoidance of doubt, the above nominated colours (or similar) are the only permitted colours to use for boundary fencing).
- (o) Construct fencing between the dwelling and the side boundary of the Lot or forward of the dwelling along the side and front boundaries, that is visible from the street, from any materials other than the materials of the dwelling, which match the appearance of the dwelling;
- (p) Complete construction of the fencing to the dwelling any later than twenty-one (21) days from either the date of builder's handover or the date of occupation of the dwelling, whichever occurs first; or
- (q) Construct a dwelling unless the area between the front building line and the kerb is reticulated and landscaped within sixty (60) days of occupancy.

2. BURDEN TO RUN WITH LAND

The burden of the covenants and restrictions contained in this Deed shall run and bind each of the Lots and bind the registered proprietors and their successors in title, transferees and assigns and shall endure the benefit and be enforceable by each and every other registered proprietor of the Lots, and their successors in title, transferees and assigns.

3. JOINT AND SEVERAL OBLIGATIONS

When at any time two or more person or corporations own a joint interest in any of the Lots, their liability hereunder will be joint and several. Any person who becomes, is or was a registered proprietor of any of the Lots will be liable for any breach of the restrictive covenant affecting the Lot which occurs while that person or corporation was the (or one of the) registered proprietor(s) of that Lot.

4. RIGHT TO ENFORCE

A person who becomes a registered proprietor of any Lots, may whilst that person is the registered proprietor, enforce or take action in respect of a breach of the restrictive covenants created by this Deed notwithstanding the breach complained of, in respect of any of the Lots, may have occurred prior to the

person seeking to enforce the breach becoming the registered proprietor of the Lot.

5. TERM OF RESTRICTION

The Restrictive Covenants shall expire and cease to have effect on the fifth anniversary of the date on which the Subdivision Plan was registered at Landgate.

6. SEPARATE AND DISTINCT

If any part of this Deed is void or voidable, then that part shall be severed from this Deed so that all parts that are not void or voidable remain in full force and effect and are unaffected by that severance.

7. HEADINGS AND INTERPRETATION

(a) Heading and sub-headings are inserted for convenience of reference only and shall not affect the interpretation of this deed.

(b) In this deed "**construct**" shall mean to construct, commence to construct, permit of suffer to be constructed or commenced to be constructed.

Buyer: _____

Date:

Witness: _____

Date:

Seller: _____

Date:

Witness: _____

Date: