

Restrictive Covenants

1. Restrictive Covenants Relating to the Property

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the restrictive covenants to be imposed by the Seller as set out below.

1.1 Parking

The Buyer must not construct or permit to be constructed on the Property any House unless:

- (a) the House contains a carport or garage making provision for parking of not less than two motor vehicles, except for any property with a width less than 10m in which case the provision must be for not less than one motor vehicle;
- (b) a driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the House; and
- (c) the driveway and crossover are constructed of paved materials using brick or block paving or exposed aggregate concrete but not plain in-situ concrete or grey slab.

1.2 Outbuildings

The Buyer must not construct or permit to be constructed or bring on to the Property any Outbuilding which exceeds 20m² in Floor Area or more than 2m in height above the natural surface level of the Property unless constructed in the same materials as the house or houses (as the case may be) on the Property.

1.3 Landscaping

The Buyer must not permit garden areas on the Property and within public view to remain unlandscaped after six months of occupation of any House on the Property, including road verges that adjoin the Property.

1.4 Vehicle Repairs

The Buyer 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.

1.5 Appearance

The Buyer must not permit:

- (a) any rubbish disposal containers on the Property to be in front of the building line except on days allocated by the local authority for rubbish collection from the Property;
- (b) clothes hoists to be visible from any public street or thoroughfare;
- (c) any satellite dish to be visible from any public street or thoroughfare;
- (d) any TV antennas to exceed 3m above the roof line of the House;
- (e) any roof mounted air-conditioning unit to be installed unless it is of similar colour to the roof of the House;
- (f) any non-roof mounted air-conditioning unit to be visible from any public street, thoroughfare or open space;
- (g) any solar hot water units to be installed unless it matches the profile of the House;
- (h) any letterbox to be constructed unless it is clearly numbered and complimenting the house; and
- (i) any "For Sale" sign to be erected on the Property until construction of the dwelling is at the lock up stage or later.

1.6 Elevations

The Buyer must not construct or permit to be constructed on the Property any House:

- (a) unless the front elevation of the House has maximum side setbacks to a combined width of 3m with a maximum width of 2m to any one side And
- (b) of a design that features narrow building frontages with large side setbacks unless prior approval is obtained from the Seller and side fences are constructed of a complementary material to the House and not Colorbond sheeting.

1.7 Fencing

The Buyer must not construct or permit to be constructed:

- (a) any fencing forward of the front building line unless such fencing is constructed of brick, painted rendered masonry, or limestone piers no higher than 1.2 metres in height and in filled with timber or wrought iron to a maximum height of 1.0 metre;
- (b) any Secondary Street fencing (for corner lots) up to 0.3 metres behind the front building line unless such fencing is constructed of brick, painted rendered masonry, or limestone piers no higher than 1.2 metres in height and in filled with timber or wrought iron to a maximum height of 1.0 metre or Colorbond fencing to a height of 1.2 metres;

- (c) any proprietary brand Colorbond fencing on the property unless in the colour 'Evening Haze' or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches 'Evening Haze'.

1.8 Corner Lots

In relation to any lots that are located on a corner, the Buyer must not construct or permit to be constructed on the Property, a House unless it is designed to address both the Primary Street and the Secondary Street, with habitable rooms facing both the Primary Street and the Secondary Street.

1.9 Stormwater System

The Buyer must not construct, or permit to be constructed on the Property, a House unless a Stormwater System is installed on the Property.

2. Definitions

In this annexure, unless the contrary intention appears:

- (a) **"Floor Area"** means the area between the external walls of the House (inclusive of the garage) but excluding the alfresco area or outdoor patio.
 - (b) **"House"** means a single residential dwelling.
 - (c) **"Outbuilding"** means any building constructed on the Property other than a House, including but not limited to any detached garage, workshop, garden shed, or storage shed.
 - (d) **"Primary Street"** unless otherwise designated by the local government, the sole or principal public road that provides access to the major entry (front door).
 - (e) **"Secondary Street"**, in relation to a corner lot, means the street that is not the Primary Street.
 - (f) **"Stormwater System"** means a stormwater disposal/infiltration system, such as a soakwell, which:
 - (i) Is approved by the City of Armadale;
 - (ii) is located at the front of the Property, with all stormwater grated outlets located within the driveway of the Property;
 - (iii) is interconnected with a minimum of 90mm diameter PVC pipe work;
 - (iv) is installed no deeper than 900mm below the ground level of the Property; and
 - (v) complies with all requirements imposed by the City of Armadale and/or DevelopmentWA.
- 4.3 The Buyer 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.
- 4.4 The Buyer acknowledges that the restrictive covenants will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent.

3. Time Limit

The above restrictive covenants shall expire and cease to have effect from and including 1 July 2033.

4. Purchaser's Acknowledgment

- 4.1 The Buyer must make its own enquiries about the impact of the restrictive covenants imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the restrictive covenants prior to the Contract Date.
- 4.2 The Buyer acknowledges that the burden of the restrictive covenants in this annexure runs with the Land for the benefit of every other purchaser of land in the Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.