

RESTRICTIVE COVENANTS

Annexure C

The following are the Restrictive Covenants referred to in Special Conditions 5.1 (b) annexed to the Contract of Sale by Offer and Acceptance for the sale of property at Kingston.

1. Special Covenants relating to use by Registered Proprietor.

- 1.1 The Registered Proprietor pursuant to Section 136D of the Transfer of Land Act creates the covenants set out in clause 1.2 in respect of the Benefited Land and the Burdened Land.
- 1.2 The Registered Proprietor (which expression includes the transferees, assigns and successors of the Registered Proprietor) covenants that the registered proprietor will not:
 - a) Erect or commence or cause or allow to be constructed or erected on any Lot:
 - i) Any residence or improvement unless the plans and specifications for the residence or improvement have first been:
 - A. Submitted to Clem Mitchell, 19 Latour St, AUSTRALIND WA 6235 not less than 60 days prior to the intended date of commencement of construction or erection; and
 - B. Approved by the Shire of Harvey (Shire);
 - ii) Any occupiable improvement other than a permanent non-transportable private single residential dwelling ("prescribed dwelling" which expression also includes any extensions, renovations or alterations to the dwelling).
 - iii) More than one prescribed dwelling unless the site is a designated multiple dwelling site, in which case the Transferee will not build more than the number of prescribed dwellings specified for the Lot under its multiple residential designation;
 - iv) Any dwelling having an area (inclusive of the outer faces of the external walls but exclusive of areas under verandas, soffits, porches, garages or carports) of less than 100sqm, except in the case of designated multiple dwelling sites, in which case the area must not be less than that specified in any approval issued by the Shire in respect of that designated multiple site; or
 - v) Any residence or improvement with external walls made of any material other than masonry brick finished in facework or render, stone or stone blocks, or rammed earth, or other materials approved in writing by AVL either generally or specifically.
 - b) Construct the roof of any dwelling or of any carport, garage or other outbuilding on a Lot that is or may be visible from the roadside boundary or boundaries of the Lot with:
 - i) Materials other than clay tiles, timber shingles, concrete tiles or metal sheeting having its exterior surface colour coated, sealed and treated so as not to have highly reflective qualities, or other materials approved in writing by AVL either generally or specifically; or
 - ii) In respect of the main part of the roof of any dwelling, a pitch of less than 24 degrees.
 - c) Construct on any Lot any outbuildings (including carports or garages) other than of a design and with the materials used in construction of the dwelling, or with other materials which are painted in a colour to integrate the outbuildings with the dwelling unless the outbuildings are either:
 - i) Not visible from the road boundary of the Lot and are constructed at the rear of the Lot behind the dwelling or the proposed site of the dwelling; or
 - ii) Constructed with materials approved in writing by AVL, either generally or specifically.

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d) Construct any fences or walls:

- i) Along the side boundary of a Lot forward of the building line; or
- ii) Along any boundary of a Lot fronting the roadway

Unless fences or walls:

- iii) Are not, more than 1.2 metres high, except where a Lot fronts two roadways and where one of the fences or walls along one of the two boundaries fronting the roadways is not more than 1.2 metres high; and
- iv) Are constructed of wooden pickets, wrought iron, rammed earth or bricks, or a mixture of those materials or of materials approved in writing by AVL either generally or specifically and provided that any solid part of the fence constructed of rammed earth or bricks or of a similar approved material must not be more than 600mm high; and

Nor (except as provided for by the above) any fences or walls:

- v) Made of a corrugated fibre cement, uncoated metal sheeting or similar material; or
- vi) Of a colour other than a colour which integrates with the dwelling on the Lot.
- vii) All fencing must comply with the Local Development Plan attached in the contract.

See Fencing 3; 4; 5; 6.

- e) Clear any vegetation from a Lot except as required to comply with the regulations or by-laws relating to fire prevention, or to the extent required for access to the Lot, safety of its occupants or the amenity of any dwellings on the Lot.
- f) Gain vehicular access to or from a Lot from or to the public or road system except by the way of a driveway of not less than 2.5 metres in width, construction of hot mix or other solid paving materials (including paving bricks).
- g) Permit any commercial vehicle or caravan, boat, boat trailer, or other wheeled conveyance (other than trade vehicles driven on to a Lot by tradespersons remaining temporarily on the Lot in the course of the tradespersons ordinary course of business with an occupant of the Lot) to be parked on the Lot unless it is parked inside a garage or in such a position so as to be visible from public.
- h) Permit any vehicle, boat or wheeled conveyance to be repaired or restored on the Lot unless it is not visible from the public road system.
- i) Construct or install or allow to remain installed on a Lot or on any improvement on the Lot, any television or radio aerial or satellite dish or water heater or air cooling or conditioning equipment visible from the public road system.
- j) Allow the accumulation of waste or rubbish on any part of a Lot where it may be visible from any place outside the Lot within the Estate.
- k) Construct or install any clothesline on any part of a Lot where it may be visible from any place outside the Lot within the Estate.

2. Benefit and Burden

The burden of the covenants in clause 1 is appurtenant to and will run with the Benefited Land for the benefit of every other Lot in the Benefited Land to the intent that the covenants will bind the Registered Proprietor and the Registered Proprietor from time to time of the Burdened Land and will be for the benefit of the Registered Proprietor personally liable after the Registered Proprietor has parted with all interest in the Burdened Land.

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3. Definitions

The following words have the meanings in this Deed unless the contrary intention appears:

Land Definitions:

Benefited Land means the Estate.

Burdened Land means the Estate.

Estate means all Lots 501 -518 on Deposited Plan 432858.

Lot means a Lot created upon registration of the Plan

Plan means the Deposited Plan 432858.

Other Definitions:

AVL means Australian Vanguard Pty Ltd ACN 069 779 906 or, once constituted, the Homeowners' Association established with the support of the Registered Proprietor as an association of the Registered Proprietor of Lots within the Estate having objectives that include the review of plans required by the Restrictive Covenants in this deed to be submitted to AVL by Registered Proprietors of Lots of land within the Estate.

Designated multiple dwelling site means land which has been approved as a multiple dwelling site under the residential planning codes by the Shire and **"multiple residential designation"** has the corresponding meaning.

Public road system means the public road system within the boundaries of the Estate.

Shire means Shire of Harvey.