

## **DEED OF RESTRICTIVE COVENANT – STAGE 11**

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### **1. Definitions**

In this deed, unless the context otherwise requires:

- (a) **Forward Fencing Line** means:
- (i) if the Lot is zoned R25 and is not a corner lot, the point on each side boundary of the Lot that is 4.5 metres back from the front boundary of the Lot;
  - (ii) if the Lot is zoned R25 and is a corner lot, the point on the side boundary of the Lot that is adjacent to the secondary street that is 4.5 metres back from the corner truncation and the point on the side boundary of the Lot that is not adjacent to the secondary street that is 4.5 metres back from the front boundary of the Lot;
  - (iii) if the Lot is zoned R30 and is not a corner lot, the point on each side boundary of the Lot that is 3.0 metres back from the front boundary of the Lot; and
  - (iv) if the Lot is zoned R30 and is a corner lot, the point on the side boundary of the Lot that is adjacent to the secondary street that is 3.0 metres back from the corner truncation and the point on the side boundary of the Lot that is not adjacent to the secondary street that is 3.0 metres back from the front boundary of the Lot,
- (b) **Home Size** means the area between the outside of the external walls located under the main roof of the Residence but excludes the area of any alfresco, balcony, garage, outbuilding, patio, pergola, workshop or verandah;
- (c) **Public View** means the view from all public streets, public thoroughfares and public open spaces; and
- (d) **Residence** means a permanent, non-transportable residential dwelling.

### **2. Restrictive Covenants – Residence**

Pursuant to section 136D of the *Transfer of Land Act 1893* (WA), the registered proprietor must not construct or permit to be constructed, erected or installed on the Lot:

#### Home Size

- (a) a Residence unless it has a minimum Home Size of:
- (i) 140 square metres (in relation to Lots 1217 to 1219 (inclusive), 1893 to 1896 (inclusive), 1996, and 6008 to 6017 (inclusive)); and
  - (ii) 170 square metres (in relation to Lots 1889 to 1892 (inclusive) and Lots 1897 to 1899 (inclusive));

#### Plans

- (b) a Residence unless the plans and specifications for the Residence have been approved by the Developer or the Developer's nominated representative prior to construction of the Residence commencing;

#### Corner Lots

- (c) where the Lot is located on the corner of two (2) roads, a Residence unless the secondary street elevation:
  - (i) matches the primary street elevation in terms of colours, materials, openings and roof design; and
  - (ii) has at least one (1) major opening from a habitable room with an unobstructed view of the secondary street;

#### Materials and Architectural Elements

- (d) a single storey Residence unless the primary street facing elevation is no less than thirty-one (31) standard brick courses;
- (e) a Residence unless the primary street facing facade 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 facade. For the purpose of this clause the term "facade" does not include the roof, gutters, downpipes, windows or doors;
- (f) a Residence unless the primary street facing facade includes at least two (2) of the following:
  - (i) a gable;
  - (ii) a roof gablet (with or without a finial);
  - (iii) a bay window;
  - (iv) a portico with a minimum width of one thousand five hundred millimetres (1500mm);
  - (v) a sill course, projected masonry or projecting corbels;
  - (vi) a verandah or balcony with a minimum depth of one thousand five hundred millimetres (1500mm);
  - (vii) a blade wall;
  - (viii) timber cladding;
  - (ix) painted weatherboard profile cladding; or
  - (x) any other architectural element deemed acceptable to the Developer.

#### Roof Design

- (g) a Residence unless the Residence has a roof that is:
  - (i) pitched at an angle greater than twenty four degrees (24°) for a modulated roof form or pitched at an angle greater than eight degrees (8°) for a singular roof form; and
  - (ii) is constructed of clay or concrete tiles or custom orb metal deck sheeting and not from zincalume;

### Garages

- (h) a Residence unless the Residence has a garage that:
  - (i) is a double car garage capable of housing two (2) cars, parked side by side (carports are not permitted);
  - (ii) is complementary to the Residence and if the garage is not located under the main roof of the Residence then the garage must complement the residence as to the pitch of the roof, materials used, design, colour and external appearance; and
  - (iii) does not protrude more than two thousand millimetres (2000mm) in front of the front building line of the Residence;

### Driveways

- (i) a Residence unless it has a driveway:
  - (i) which has a minimum width of four (4) metres and a maximum width of six (6) metres;
  - (ii) constructed from brick paving, liquid limestone or exposed aggregate concrete and is not constructed from grey, painted or in situ concrete; and
  - (iii) that is completed prior to the occupation of the Residence;

### Fencing

- (j) any boundary fencing behind the Front Fencing Line other than fencing that:
  - (i) in the case of boundaries abutting a public open space, public reserve, public street or laneway is:
    - A. constructed from capped "Woodland Grey" coloured Colorbond and/or masonry or rendered masonry that matches the Residence;
    - B. less than one thousand eight hundred millimetres (1800mm) high;
  - (ii) in the case of boundaries not abutting a public open space, public reserve, public street or laneway is:
    - A. constructed from capped "Woodland Grey" coloured Colorbond and/or masonry or rendered masonry that matches the Residence; and
    - B. greater than one thousand eight hundred millimetres (1800mm) high;
- (k) any boundary fencing forward of the Front Fencing Line other than fencing that:
  - (i) consists of side and front fencing together;
  - (ii) is constructed of brick, rendered brick or limestone piers and infilled with timber or wrought iron;
  - (iii) is less than one thousand two hundred millimetres (1200mm) high;
  - (iv) has a solid, visually non-permeable bottom component less than seven hundred and fifty millimetres (750mm) high; and

- (v) has a visually permeable component which is not less than twenty five percent (25%) visually permeable;

#### Sheds and Outbuildings

- (l) a shed or outbuilding, unless it is:
  - (i) less than twelve square metres (12m<sup>2</sup>) in floor area;
  - (ii) less than two thousand millimetres (2000mm) in height;
  - (iii) constructed behind the front building line of the Residence;
  - (iv) constructed from materials similar and complementary to the Residence; and
  - (v) screened from Public View;

#### Air-Conditioners

- (m) a roof-mounted air-conditioner or cooling unit on the exterior of the Residence unless it:
  - (i) is installed below the ridge line of the roof;
  - (ii) matches the colour, profile and pitch of the roof;
  - (iii) is screened from Public View and from neighbouring properties; and
  - (iv) is positioned to minimise the noise impact on neighbouring properties;
- (n) a wall-mounted or grounded air-conditioner or cooling unit on the exterior of the Residence unless it:
  - (i) is installed below the top line of the side or rear fence (protrudes no higher than 1.8m from ground level);
  - (ii) is not visible from Public View and from neighbouring properties; and
  - (iii) is positioned to minimise the noise impact on neighbouring properties;

#### Solar Hot Water Units

- (o) a solar hot water unit unless it is:
  - (i) located on the roof of the Residence;
  - (ii) installed below the ridge line of the roof; and
  - (iii) installed in keeping with the roof profile and the pitch of the roof;

#### Rubbish Disposal

- (p) a Residence unless during the construction of the Residence, a large waste bin is placed on the Lot to dispose of all waste materials;

#### Letter Boxes

- (q) a Residence unless the registered proprietor also constructs or causes to be constructed a letterbox on the Lot which is:

- (i) adjacent to the driveway or is incorporated into the fence constructed forward of the building line of the Residence;
- (ii) clearly numbered; and
- (iii) constructed from materials similar and complementary to the Residence.

#### Antennas/Satellites

- (r) a television or radio antennae visible from Public View;
- (s) a satellite dish visible from Public View; and

#### Local Development Plan

- (t) a Residence or any other improvements to the Lot unless they comply with the Local Development Plan which applies to the Lot (if any).

### 3. **Restrictive Covenants – Use of the Lot**

Pursuant to section 136D of the *Transfer of Land Act 1893* (WA), the registered proprietor must not:

#### Landscaping

- (a) permit garden areas on the Lot within Public View to remain unlandscaped for more than three (3) months following the date of completion of the Residence. For the purposes of this clause, to landscape the Lot all areas in Public View must be cleared and grassed, planted or otherwise covered with a vegetated beautifying surface and have a reticulated water system installed;

#### Ground Level

- (b) change the average finished ground level of the Lot by more than five hundred millimetres (500mm) from the original median finished ground level of the Lot. This restriction does not apply in relation to activities requiring temporary excavation works such as installing a swimming pool or spa bath;

#### Retaining Walls and Fences

- (c) paint, alter or remove or in any way interfere with the structural integrity of any retaining wall erected on any boundary of the Lot provided that this does not prevent the undertaking of any works or repairs to the retaining wall where necessary to maintain its structural integrity or its condition or where properly required by any relevant authority;
- (d) in relation to a fence on the boundary of the Lot constructed by the Developer or a party on the Developer's behalf:
  - (i) alter or remove the fence except as required to repair or replace the fence because of damage or wear and tear; and
  - (ii) repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used;

#### Vehicles

- (e) repair or maintain or permit to be repaired or maintained on the Lot any motor vehicle, boat, trailer or any other vehicle or machinery unless it occurs behind the front building line of the Residence and is screened from Public View;

- (f) park or permit to be parked on the Lot any boat, caravan, trailer or commercial vehicle including trucks, buses and tractors unless screened from Public View;

#### Rubbish Bins

- (g) permit any rubbish disposal containers on the Lot to be in Public View except on days allocated by the local authority for rubbish collection;

#### Signage

- (h) erect or permit to be erected any signage or advertisements on the Lot unless it is a builder's sign required during construction and is no more than six hundred millimetres by six hundred millimetres (600mm x 600mm) or a real estate sign associated with the sale of an established Residence;

#### Domestic Pets

- (i) raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the Lot or any part thereof provided that this restriction shall not operate to prevent the registered proprietor from keeping up to four domestic pets on the Lot; and

#### Display Home

- (j) use or allow the Residence to be used as a display home.

### **4. General Provisions**

- (a) The registered proprietor acknowledges that the burden of the restrictive covenants contained in this deed runs with the Lot for the benefit of the registered proprietors of the other Lots and shall be enforceable against the registered proprietor and every subsequent registered proprietor of the Lot.
- (b) The registered proprietor acknowledges that each restrictive covenant contained in this deed is separate from each other restrictive covenant contained in this deed and therefore if any restrictive 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.
- (c) The registered proprietor acknowledges that it must comply with and observe the restrictive covenants contained in this deed and furthermore acknowledges that the Developer is not under any obligation to enforce the restrictive covenants contained in this deed but reserves the right to do so.
- (d) The registered proprietor acknowledges that the restrictive covenants contained in this deed will not be modified, surrendered, released or abandoned whether wholly or partially.
- (e) The registered proprietor shall not make an application to any Court, the Registrar of Titles or Landgate for the partial or complete modification, removal or extinguishment of the restrictive covenants contained in this deed.
- (f) The restrictive covenants contained in this deed shall expire and cease to have effect from and including 31 December 2030.