

BULLSBROOK LANDING



ANNEXURE B - RESTRICTIVE COVENANT

OPERATIVE PART

1. Pursuant to section 136D of the *Transfer of Land Act* 1893 the Developer hereby creates restrictive covenants on all the 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 compliance with the requirements of the residential design codes, the town planning scheme, or an approved detailed area plan (if applicable) and all relevant by-laws and policies of the City of Swan;

Area of Residence

- (b) construct on a lot less than 385 sqm a residence of less than **100m²** (living area) excluding verandas, garages/carports and alfresco areas;
- (c) construct on a lot more than 385 sqm a residence of less than **120m²** (living area) excluding verandas, garages/carports and alfresco areas;

External Finish

- (d) construct on a lot a dwelling with external wall materials not primarily made of stone, face brick or painted or coloured cement render;
- (e) construct on a lot a dwelling unless each 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 relevant facade. For the purpose of this clause the term "facade" does not include the roof, gutters, downpipes, windows or doors;
- (f) construct on a lot a dwelling without incorporating either a portico, gable or feature wall into the street front elevation of the dwelling;
- (g) construct on a lot a dwelling with roofing materials other than concrete or clay tiles or colorbond sheeting (**Zincalume is not permitted**) and with a **pitch of less than twenty four degrees (24°)**

Carport/Garage

- (h) construct on a lot less than 385 sqm a dwelling without a **carport including a garage door or garage** capable of housing at least one (1) motor vehicle. Such carport or 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;
- (i) construct on a lot more than 385 a dwelling without a **carport including a garage door or garage** capable of housing at least two (2) motor vehicles parked side by side. Such carport or 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;
- (j) construct on a lot out buildings greater than fifteen square metres (15m²) and/or higher than three metres (3m) unless they are constructed from materials that compliment the dwelling in appearance;

Driveways

- (k) construct on a lot 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, concrete or similar;
- (l) 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 consist of coloured materials) of any colours that do not match the roof colour;

Commercial Vehicles

- (m) park on a lot 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;
- (n) 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

- (o) construct side and rear boundary fencing on a lot using anything other than “**Greyridge**” coloured “Colorbond” “Wavelok” fence panels or sheets with “**Greyridge**” coloured capping, posts and rails to a maximum height of one and eight tenths of a metre (1.8m) measured from the ground level up;
- (p) 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;
- (q) complete construction of 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;

Landscaping

- (r) construct a dwelling on a lot unless the area between the front building line and the kerb is reticulated and landscaped within **sixty (60) days of occupancy**.

Signage

- (s) not to erect or display on the lot any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling house constructed on the lot or advertising a business operating from the lot, provided such sign does not exceed 500mm by 500mm in its dimensions. **Any sign or advertising material erected or displayed on the lot in breach of this covenant may be removed, without notice, by the Developer.**
2. 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 for the benefit and be enforceable by each and every other registered proprietor of the Lots, and their successors in title, transferees and assigns.
 3. When at any time two or more persons 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. A person who becomes a registered proprietor of any of the 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. The restrictive covenants outlined in this deed shall cease to exist on **31 December 2022**.
 6. 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 sub-headings are inserted for convenience of reference only and shall not affect the interpretation of this deed.
 8. In this deed “construct” shall mean to construct, commence to construct, permit or suffer to be constructed or commenced to be constructed.