

## ANNEXURE B - SELLER'S RESTRICTIVE COVENANTS

### 1. DEFINED TERMS

In this Annexure:

- (a) "Buyer" includes the Buyer's assigns, transferees and successors in title to the Land and the registered proprietor of the Land from time to time;
- (b) "construct" means to construct, commence to construct, permit or suffer to be constructed or commenced to be constructed;
- (c) "developer" means Mary Donald Nominees Pty Ltd ACN 008 804 368;
- (d) "lot" means a Lot created as part of the Subdivision, being a lot that was formerly comprised in the Subdivision Land; and
- (e) "Seller" includes the Seller's successors in title to all of the Lots comprised in the Subdivision Plan for the Subdivision.

### 2. EXPIRY DATE

The Seller's Restrictive Covenants cease to have any effect from 31 December 2024.

### 3. RESTRICTIVE COVENANTS

The Buyer covenants and agrees with and for the benefit of the Seller that, until 31 December 2024, the Buyer WILL NOT do or permit any of the following:

#### 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 Kwinana;

#### Area of Residence

- (b) with respect to **Lots 613 to 618 and Lots 634 to 639**, construct on a lot a residence of less than **100m<sup>2</sup>** (living area) excluding verandas, garages/carports and alfresco areas;
- (c) with respect to **Lots 620 and 632**, construct on a lot a residence of less than **110m<sup>2</sup>** (living area) excluding verandas, garages/carports and alfresco areas;
- (d) with respect to **all other lots which are not listed above and which have a lot area of LESS THAN 400m<sup>2</sup>**, construct on that lot a residence of less than **120m<sup>2</sup>** (living area) excluding verandas, garages/carports and alfresco areas;
- (e) with respect to **all other lots which are not listed above and which have a lot area of 400m<sup>2</sup> OR MORE**, construct on that lot a residence of less than **140m<sup>2</sup>** (living area) excluding verandas, garages/carports and alfresco areas;

#### External Finish

- (f) construct on a lot a dwelling with external wall materials not primarily made of stone, face brick or painted or coloured cement render;
- (g) 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;
- (h) construct on a lot a dwelling without incorporating either a portico, gable or feature wall into the street front elevation of the dwelling;
- (i) construct on a lot a dwelling with roofing materials other than concrete or clay tiles or colorbond sheeting (Zincalume is not permitted);

#### Roof Pitch

- (j) construct on a lot a dwelling which incorporates:
  - (A) a skillion roof with a pitch of less than 12 degrees;
  - (B) a curved roof with a pitch of less than 12 degrees at its highest point;
  - (C) a pitched roof with a pitch of less than 24 degrees EXCEPT WHERE a section of roof is at the rear or side of the dwelling and is substantially hidden from view from the primary street, in which case the pitch of that section of roof cannot be less than 17.5 degrees. The Developer shall determine what is substantial in its absolute discretion;

#### Carport/Garage

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- (k) construct on a lot 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;
- (l) construct on a lot out buildings greater than fifteen square metres (15m<sup>2</sup>) and/or higher than three metres (3m) unless they are constructed from materials that compliment the dwelling in appearance;

#### **Driveways**

- (m) construct on a lot a dwelling, unless a driveway and cross-over between the road and the parking area (“Driveway & Cross-over”) on the lot are constructed and completed at the same time as or prior to occupation of the dwelling;
- (n) construct on a lot a Driveway & Cross-over that is:
  - (A) less than three metres (3m) wide or greater than nine metres (9m) wide;
  - (B) constructed from anything other than brick pavers, concrete or similar; and/or
  - (C) constructed from grey coloured concrete.

#### **Roof Projections**

- (o) install any roof mounted services (including but not limited to, solar heaters, solar panels, air conditioners, television aerials , satellite dishes and water tanks) on that part of a roof facing a street UNLESS the roof mounted service in question is a solar panel or collector for hot water units, the street is a secondary street and the roof mounted service needs to be mounted on that part of the roof to maximise the roof mounted services’ effectiveness;
- (p) paint any roof mounted services in any colour that, or install any roof mounted services which consist of coloured materials that, do not match the roof colour;

#### **Commercial Vehicles**

- (q) 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;
- (r) 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;

#### **Fencing**

- (s) construct side and rear boundary fencing on a lot using anything other than “Greyridge Colorbond” 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;
- (t) 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;
- (u) complete construction of boundary 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**

- (v) 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**

- (w) 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;

#### **Street Trees**

- (x) object to the installation of any street tree in the road reserves (**Street Tree**) by the Developer;
- (y) damage, kill, harm or remove any Street Tree installed by the Developer or permit the doing of any such activity.

#### **Noise Wall**

- (z) where the Developer has constructed a noise wall along the rear of the lot, damage, alter, extend, build up, allow to fall into a state of disrepair or affect the visual appearance of any such noise wall

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