



## **Restrictive Covenants Stage 3**

### **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 Land Use**

- (a) The Buyer must not use or permit the Property to be used other than for permanent non-transportable residential purposes.
- (b) Where the Property is a Grouped Dwelling Lot (as defined in clause 3) the Buyer may construct more than one residential dwelling house on the Property in accordance with the Residential Design Codes.

#### **1.2 Building Materials**

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

- (a) all external walls (excluding windows) are constructed with bricks or masonry or limestone finished face work or painted render or rammed earth. Approval of other materials is at the discretion of the Seller; and
- (b) roofs are covered with tiles or colorbond (no zincalume).

#### **1.3 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, side by side and is enclosed by a roller door or sectional door;
- (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 reconstituted limestone or concrete but not in situ concrete or grey slabs or bitumen;
- (d) the maximum width for crossovers and driveways is 6.0m; and
- (e) the location of the crossover is in accordance with the location indicated on the Queens Park Detailed Area Plan (Annexure N2).

### **1.4 Sheds/Outbuildings**

The Buyer must not construct or permit to be constructed or bring on to the Property any outbuilding (including any detached garage, workshop, garden shed, storage shed or other outbuilding) ('Outbuilding') which:

- (a) either:
  - (i) uses zinc as a material in its construction unless finished with colorbond; or
  - (ii) is not constructed in the same materials as the house or houses (as the case may be) on the Property;
- (b) exceeds 20m<sup>2</sup> in Floor Area; or
- (c) exceeds 2 metres in height above the natural surface level of the Property.

### **1.5 Carports and Garages**

The Buyer must not construct a carport or garage unless it has a minimum setback of 4.5 metres from the street boundary or is set back in line with or behind the street setback of the house on the Property.

### **1.6 Fencing**

- (a) Boundaries must be fenced and gates are to be in a complementary material.
- (b) The Buyer must not construct or permit to be constructed on the Property any fence abutting any public open space or public reserve or road reserve unless such fence is constructed of colorbond, limestone or the same brick as any house on the Property and is not less than 1800mm high.
- (c) The Buyer must not construct or permit to be constructed on the property any boundary fence unless such fence is constructed of colorbond, brick or limestone or other similar material at a height of 1800mm.
- (d) The Buyer must not:
  - (i) take or permit any action to be taken to remove, alter, mark, or remove any wall or fence constructed by the Seller (unless additional blocks are required to be added to a retaining wall) on or about any of the boundaries of the Property;
  - (ii) permit such wall or fence to become damaged, unsafe or fall into a state of disrepair;

- (iii) permit any roots or any tree, plant or building or other thing on the Property to cause such wall or fence to become structurally unsound; and
- (iv) repair or renew such wall or fence except in the same style and colour and the existing wall and fence.
- (e) The Buyer must not construct or permit to be constructed any fencing forward of the front building line unless such fencing consists of side and front fencing together, constructed of brick, rendered brick or limestone piers and infilled with timber or wrought iron.

### 1.7 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 adjoining road verges.

### 1.8 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.

### 1.9 Submission of Plans for Approval

The Buyer must not commence carry out erect construct or alter any development on the Property without plans and specifications (including finishes schedules) being first submitted to and approved by the Seller and complying with any condition (consistent with the covenants) imposed by the Seller in giving the approval.

### 1.10 Appearance

- (a) The Buyer must not permit 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) The Buyer must not permit clothes hoists to be visible from any public street or thoroughfare.
- (c) The Buyer must not permit any satellite dish to be visible from any public street or thoroughfare.
- (d) The Buyer must not permit TV antennas to exceed 3 metres above the roof line.
- (e) No external air-conditioning unit is to be installed unless it is of a colour similar to the colour of the roof.
- (f) No solar hot water unit is to be installed unless it matches the profile of the roof.
- (g) No letterbox is to be installed unless it is clearly numbered and it complements the house.
- (h) The Buyer must not permit any "for sale" sign to be erected on the Property until construction of the dwelling is at the lock up stage or later.
- (i) Roofs must not be pitched at an angle less than 24.3 degrees.

- (j) Commercial Vehicles must not be parked on the Property unless screened from public view.

### 1.11 Time Limit

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2018.

## 2. Purchaser's Acknowledgment

2.1 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.

2.2 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 Quattro Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.

2.3 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.

2.4 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. Definitions

For the purpose of the above restrictive covenants;

**Grouped Dwelling Lot** means each of lots 301, 335, 368 and 369; and

**Residential Design Codes** means the state planning policy made under section 26 of the *Planning and Development Act 2005 (WA)*.