

## Annexure C

### **Baldivis Parks Stage 2 Restrictive Covenants**

*To ensure a high standard and to encourage efficient home design the following minimum standards/requirements will apply to residential development within Baldivis Parks. Compliance with these standards and requirements will ensure the residential community of Baldivis Parks has a strong identity that preserves the investment in your new home. These standards and requirements form the basis of a Restrictive Covenant which will be registered on the Certificate of Title to the property.*

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the restrictive covenants to be created and imposed by the Seller pursuant to section 136D of the *Transfer of Land Act 1893* (WA) as set out below:

#### **1. Land use**

The Buyer must not use or permit the Property to be used other than for the construction and occupation of a permanent non-transportable residential dwelling house.

#### **2. Building Materials**

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

- (a) subject to clause 3(b), all external walls (excluding windows) are constructed with bricks or masonry or limestone finished facework or painted render or any other materials approved by the Seller at the Seller's absolute discretion;
- (b) the walls to the front of the dwelling house facing the street are constructed with a minimum use of two (2) colours or materials;
- (c) the dwelling house has at least one feature (for example, planter box, gable or gablet, portico, archway, protruding sill course to windows, blade wall or feature wall) to the front elevation; and
- (d) all retaining walls visible from any public space or road are constructed from materials approved by the Seller in the Seller's absolute discretion.

#### **3. Roof**

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

- (a) with a roof pitch of less than 23 degrees excluding any part of the roof which covers verandah areas;
- (b) unless the roof design of the dwelling house is a skillion roof design or a flat roof behind parapets;

- (c) with a flat roof visible from the public street; and
- (d) with a zincalume roof or any other materials unless such roof is covered with tiles or colourbond.

#### **4. Carports and garages**

- (a) The Buyer must not construct or permit to be constructed on the Property any dwelling house unless:
  - (i) the garage or carport is constructed using the same materials as the dwelling house except where the garage or carport are screened from the street view;
  - (ii) the Buyer has entered into a contract to construct and complete the driveway and crossover between the road and the parking area on the Property at the same time the contract to construct and complete the dwelling house is entered into; and
  - (iii) the driveway and crossover are constructed of paved materials, coloured or decorative concrete, or any other materials approved by the Seller at the Seller's absolute discretion.

#### **5. Sheds/Outbuildings**

The Buyer must not construct or permit to be constructed any outbuilding visible from the primary road or any other outbuilding (including any workshop, garden shed, storage shed or other building), which exceeds:

- (a) 20m<sup>2</sup> in floor area; or
- (b) 2.2 metres in wall height and 2.5 metres in gable height,

unless approved by the Seller.

#### **6. Vehicle repairs**

The Buyer must not carry out or permit to be carried out any repairs or restorations of any motor vehicle, boat, trailer, aircraft, mobile machinery or any other vehicle on the Property or any part thereof other than wholly within a garage on the Property and screened from public view at all times.

#### **7. Landscaping**

The Buyer must not permit any garden areas on the Property within public view to remain unlandscaped after three (3) months of practical completion of the dwelling house.

#### **8. Appearance**

The Buyer must not permit:

- (a) any commercial vehicles which have an aggregate weight greater than 3.5 tonnes, caravans, trailers, boats or any other mobile machinery to

be parked on the Property, on the road or on any other land near to or next to the Property unless the commercial vehicles, caravans, trailers, boats or mobile machinery are parked or contained wholly within the garage on the Property or are screened from public view;

- (b) any rubbish, trash, garbage or other waste material to be accumulated or kept on the Property or any part of the Property or any rubbish disposal containers on the Property to be in the front of the building line except on days allocated by the local authority for rubbish collection from the Property;
- (c) if the property is vacant land, any 'For Sale' sign to be erected on the Property within any time prior to the second anniversary of Settlement;
- (d) installation of any air conditioning unit that protrudes greater than 500mm above the ridgeline of the dwelling house and is not of similar colour to the roof;
- (e) installation of any solar hot water unit that is not integrated with and matches the roof profile of the dwelling house;
- (f) installation of any air conditioning unit, to the front roof hip or fascia;
- (g) any washing line or clothes hoists to be erected that are visible from any public street or thoroughfare;
- (h) any satellite dish to be visible from the street on which the dwelling house is located;
- (i) TV antennas to be visible above the roofline from the street on which the dwelling house is located;
- (j) installation of any letterbox unless such letterbox is clearly numbered and complements the dwelling house;
- (k) any temporary window treatments such as paper, plastic, cotton sheeting, foil to be affixed to the windows that are visible from any public street or thoroughfare;
- (l) the front yard and verge abutting the Property to become overgrown or invaded by weeds or to fall into a state of disrepair or damage any trees planted on the verge abutting the Property; and
- (m) concreting or construction of hardstand of the entire area forward of the building on the Property.

## **9. Fencing**

The Buyer must not:

- (a) construct or permit to be constructed on the Property any side or back fence abutting any open public space or public reserve or road reserve unless such fence is constructed of colorbond, limestone or the same

brick as any dwelling house on the Property and is not less than 1800mm high;

- (b) construct or permit to be constructed on the Property any boundary fence unless such a fence is constructed of colorbond, brick or limestone or other similar material at a height of 1800mm;
- (c) construct any colorbond fence unless the colour of the fence is 'Grey Ridge';
- (d)
  - (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) not to permit such wall or fence to become damaged, unsafe or fall into a state of disrepair;
  - (iii) not to 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) not to repair or renew such wall or fence except in the same style, material and colour and the existing wall and fence;
- (e) construct or permit to be constructed any gates unless such gates are constructed of materials which are complementary to the boundary fence;
- (f) 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, or a painted timber picket fence no greater than 1.2m in height;
- (g) construct a dwelling house unless all side and rear boundary fencing are constructed and completed at the same time or prior to occupation of the dwelling house;
- (h) subject to clause 10(a), construct any fence at the front building line which:
  - (i) exceeds 1.2 metres in height;
  - (ii) has more than 740 millimetres in height of the fence constructed of solid and impermeable materials; or
  - (iii) is constructed from fibre cement sheeting or material sheeting products.

## **10. Window treatments**

The Buyer must erect or install window treatments such as curtains or blinds immediately upon practical completion of construction of the dwelling house on the Property.

## **11. Time limit**

The above restrictive covenants shall expire and cease to have effect from and including 30 June 2024.

## **12. Buyer's acknowledgement**

- (a) 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.
- (b) The Buyer acknowledges that the burden of the restrictive covenants in this annexure runs with the Property for the benefit of every other buyer of land in Baldivis Parks excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Property.
- (c) 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.
- (d) 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.