

Annexure "A"
HERON PARK STAGE 2
Restrictive Covenants

Preamble

It is acknowledged that the Seller seeks to encourage sustainable housing and land development and the Buyer will seek to use energy efficient appliances and practices in design and construction of the home, Waterwise garden principles in the construction of the landscape areas and Waterwise appliances within the dwelling.

Covenant

The Buyer covenants and agrees with the Seller to the intent that the following covenants will be registered on the Certificate of Title prior to the Settlement Date and the Buyer will purchase the Property subject to the following restrictive covenants:

1. **NOT TO CONSTRUCT**, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land"):-
 - a) A residence which is not a permanent non-transportable private residence ("a residence").
 - b) (If the land has an area of 500 square metres or more) a residence with a total floor area of less than 200 square metres inclusive of external walls but exclusive of carports, garages, verandahs, alfresco areas and other unenclosed areas.
 - c) (If the land has an area of less than 500 square metres) a residence with a total floor area of less than 140 square metres inclusive of external walls but exclusive of carports, garages, verandahs, alfresco areas and other unenclosed areas.
 - d) A residence which does not comprise as its floor, a one piece concrete slab construction.
 - e) A residence with a flat roof (excluding any part of the roof which covers verandah areas).
 - f) Subject to clauses 1(g), a residence, where the roof is pitched, and the roof pitch is less than 24° (excluding any part of the roof which covers verandah areas).
 - g) A residence which has a skillion roof or a curved roof and the roof pitch is less than 12° (excluding any part of the roof which covers verandah areas).
 - h) A residence which does not contain a garage making provision for parking of at least two motor vehicles side by side.
 - i) A residence which has access through a rear laneway and provides for vehicular access other than by that laneway.
 - j) A residence which does not include eaves, and the eaves do not have a minimum length of 450mm measured from the outside of the wall immediately below the eaves, to the outer end of the eaves.

- k) A residence or any other improvements constructed on the land which does not comply with the Detailed Area Plan.

2. **NOT TO CONSTRUCT**, erect or install or permit to be constructed, erected or installed on the land:

- a) A residence or any alteration or addition to a residence:-
- i) using wall materials which are not either predominantly concrete, clay bricks, stone, rammed earth, rammed limestone, limestone, composite board or weatherboard with a minimum thickness of 9mm or other similar material finished in face brickwork, minorb, composite board or render;
 - ii) using roof materials which are not concrete or clay tiles, slate or colourbond metal.
 - iii) using roof materials known as zincalume or other reflective material.
 - iv) which is transported or is a transportable residence.
- b) A garage which, if not located under the main roof of the residence, is not constructed in the same materials as the residence.
- c) A residence, unless a driveway and the crossover between the road and the parking area on the land are constructed and completed prior to occupation of the residence.
- d) A driveway which is:
- i) wider than 6 metres at the street boundary of the lot;
 - ii) less than 0.6 metres from any side boundary of the lot;
 - iii) which is not constructed of brick or block paving or limestone look concrete;
 - iv) constructed of grey or painted concrete.
- e) A residence, unless all ground areas which are visible from the street or any public open space adjoining or near the land ("visible areas") is properly landscaped within 6 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a beautifying surface.
- f) Subject to paragraphs (g) and (i), any side boundary fence unless it is:-
- i) not less than 1800mm in height; and
 - ii) constructed of materials known as super six fibre cement or Hardifence, and is capped and painted or pre-coloured on both sides in a "wheat" colour;

- iii) in the case of secondary street boundaries, is no closer than 4 metres to the truncation.
- g) Subject to paragraph (i) any fence on any side boundary which faces on to a street unless it is:
 - (i) not less than 1800mm in height;
 - (ii) constructed of materials known as super six fibre cement or Hardifence, and is capped and painted or pre-coloured on both sides in a "wheat" colour; or
 - (iii) constructed of masonry or rendered masonry to match the house; or
 - (iv) constructed of open style pool fence materials
- h) Any other fence (not being a side fence) which:-
 - i) extends forward of the building set back line;
 - ii) is less than 1500 mm in height; or
 - iii) does not match or complement the residence.
- i) A residence, unless all side and rear boundary fencing is constructed and completed at the same time as, or prior to, occupation of the residence.
- j) A letterbox which is not located adjacent to the driveway on the land, is not clearly numbered or does not match or complement the residence.
- k) An airconditioner or evaporative cooler, unless:-
 - i) contained wholly within the residence; or
 - ii) it is located on a rear elevation and is installed below the ridge line of the roof and has a maximum protrusion above the ridge line of not more than 300mm; or
 - iii) it is located on the rear half of a side elevation of the residence; or
 - iv) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence or on a side or rear wall of the residence

AND:

 - A. it is not located on the front elevation of the residence; and
 - B. is of similar colour to the roof of the residence.
- l) A solar hot water heater, unless it is located on a side or rear elevation of the residence, fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.

- m) A clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view from the street at the front of the residence.
 - n) (While the Cable Television System provided by the Transferor is operative and available) a television and radio antenna and satellite dish unless contained wholly within the residence or within the roof space between the ceiling and roof of the residence or, in the case of a satellite dish is less than 600mm in diameter, not located on the front elevation or above the roof line of the residence.
 - o) An outbuilding or shed of up to 10 square metres in floor area unless constructed of the same materials as the residence or of colorbond and it does not protrude more than 300mm above the fence line and is otherwise in compliance with the building requirements of City of Armadale.
 - p) Any outbuilding or shed greater than 10 square metres in floor area unless constructed of the same materials as the residence.
 - q) (If the land has an area of less than 500 square metres) a residence which does not provide for all storage areas under the main roof of the residence.
 - r) Any outbuilding or shed on or within any part of the land which abuts any public open space.
3. NOT to park or allow to be parked on the land or on the road or on any other land near to or next to the land, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres).
 4. NOT to park caravans, trailers, boats or any other similar recreational machinery ("vehicles") unless the vehicles are parked wholly in accordance with the requirements of the City of Armadale and are housed in a screened location behind the front building setback line.
 5. That where retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter or remove any of the retaining walls or fences except for the construction of a parapet wall in accordance with an approval from City of Armadale, NOT to allow or permit the retaining walls or fences to fall into a state of disrepair, and NOT to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls or fences.
 6. That if retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter the level of the surface of the land by elevating the level by more than 300 millimetres.
 7. NOT to use or open or allow to be used or opened, any residence erected on the land, for display purposes.
 8. NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than;
 - (a) a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence; or
 - (b) a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land; or

- (c) a "FOR SALE" sign which may be erected at the expiration of a period of five years from the date of registration of the Transfer of Land relating to the purchase from the Transferor, if a residence has not been completed at that time.

The Transferee must not prohibit and hereby gives an irrevocable authority to the Transferor and its servants and agents to enter the land for the purposes of removing any sign erected in breach of this covenant.

9. NOT to breach or cause to be breached the **Heron Park Development Conditions and Building Guidelines** relating to the land a copy of which is attached and marked Annexure "B".
10. That the Covenants herein contained shall operate and be enforceable until eight (8) years from the date of first issue of the certificate of title to the land after which date the Covenants will cease to have any further effect.
11. That the burden of these Covenants shall run with each lot on the plan or diagram of subdivision for the benefit of every other lot on that plan or diagram. The Covenants shall be enforceable against the Transferee and every subsequent registered proprietor for the land, by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of subdivision.
12. For the purposes of these restrictive covenants, "Detailed Area Plan" means the detailed area plan lodged with City of Armadale and Western Australian Planning Commission ("WAPC") relating to the subdivision and development of the Transferor's land of which the land forms part and which is part of the subdivision approval granted by WAPC to the Transferor.