



Baldivis

STAGE 1

ANNEXURE C

RESTRICTIVE COVENANTS

DEED OF RESTRICTIVE COVENANT

THIS DEED IS MADE THE _____ DAY OF _____ 20__

BY

ROCKINGHAM PARK PTY LTD (ACN 008 687 965) of PO Box 4376, Myaree, Western Australia 6960 (“the Developer”)

RECITALS

- A. The Developer is the registered proprietor of the Land.
- B. The Developer intends to register the Deposited Plan in relation to the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893 (WA)*, the Developer wishes to create restrictive covenants which burden the Lots in accordance with the terms and conditions of this deed for the benefit of the Lots.
- D. Those parts of the Land burdened by the restrictive covenants contained in this deed are subject to the encumbrances noted in the schedule to this deed and where necessary, the Developer has obtained the encumbrancers’ consent to this deed.

OPERATIVE PART

1. Construction

Definitions

- (a) In this deed, unless the context otherwise requires:
 - (i) **Construct** means to construct, erect or install or permit to be constructed, erected or installed;
 - (ii) **Deposited Plan** means deposited plan 411742;
 - (iii) **Floor Area** means the total internal floor area of a residence which, for the avoidance of doubt, excludes the area of all garages, verandas, alfrescos and other unenclosed areas;
 - (iv) **Land** means lot 545 on deposited plan 202744 being the whole of the land contained in certificate of title volume 2045 folio 363;

- (v) **Lots** means lots 1 to 16 (inclusive) and lots 34 to 63 (inclusive) on the Deposited Plan;
- (vi) **Main Building Line** means the forward most wall of a habitable room of the residence excluding any wall attachments. For the avoidance of doubt, porticos and other minor attachments do not form part of the "Main Building Line" however full width verandas do form part of the "Main Building Line"; and
- (vii) **Public View** means the view from all public streets, public thoroughfares and public open spaces.

Interpretation

- (b) In this deed, unless the context otherwise requires:
 - (i) the single includes the plural and vice versa;
 - (ii) an agreement, representation or warranty on the part of two (2) or more persons shall bind them jointly and severally; and
 - (iii) headings are for reference purposes only and do not affect the interpretation of this deed.

2. Restrictive Covenants - Construction

Permanent Residence

- (a) The registered proprietor shall not Construct on the Lot a residence unless it is a permanent and non-transportable residence.

Colours & Materials

- (b) The registered proprietor shall not Construct on the Lot a residence or any alteration or addition to a residence unless the primary materials used are brick, external brick veneer, limestone, stone, finished or rendered masonry or cladding.
- (c) The registered proprietor shall not Construct on the Lot a residence unless the wall elements on the primary street front elevation comprise of at least two (2) different colours and/or materials, with each colour or material making up at least twenty percent (20%) of the total surface area of the facade.

Roof

- (d) The registered proprietor shall not Construct on the Lot a residence unless the residence has a roof that is:
 - (i) constructed from concrete tiles, clay tiles or 'Colorbond';
 - (ii) painted or otherwise coated, sealed or treated in one colour;
 - (iii) not highly reflective (zincalume is not permitted); and
 - (iv) is pitched at an angle of more than twenty five (25) degrees in relation to traditional pitched/hipped rooves (excluding any part of the roof that covers veranda areas) or in relation to skillion/mono pitch rooves, one portion of the roof must be greater than eight (8) degrees to the front elevation.

Garages

- (e) The registered proprietor shall not Construct on the Lot a carport.
- (f) The registered proprietor shall not Construct on the Lot a residence unless the residence has a garage that is:
 - (i) a double car garage capable of housing two (2) cars parked side by side;
 - (ii) not more than 6 metres wide as viewed from the street;
 - (iii) constructed at least 0.5 metres behind the Main Building Line of the residence;

- (iv) located under the main roof of the residence; and
- (v) constructed from like materials to the residence.

Crossover/Driveway

- (g) The registered proprietor shall not Construct on the Lot a residence, unless the residence has a driveway and crossover constructed of segmental clay or concrete brick pavers or monolithic exposed aggregate concrete.

Solar Water Heaters and Solar PV Panels

- (h) The registered proprietor shall not Construct on the Lot a solar water heater panel or any solar PV panels unless they:
 - (i) are located on the roof of the residence;
 - (ii) follow the profile of the roof surface; and
 - (iii) are located in the least visually obtrusive areas from the street or public open space areas.

Air Conditioners

- (i) The registered proprietor shall not Construct on the Lot an air conditioner located on the exterior of the residence, unless it:
 - (i) is installed below the ridge line of the roof;
 - (ii) matches the colour of the roof; and
 - (iii) is screened from Public View.

Antennas

- (j) The registered proprietor shall not Construct on the Lot a television or radio antennae unless it is wholly contained within the roof space of the residence between the ceiling and the underside of the roof or, if that is not possible and the antenna has to be mounted on the roof of the residence, then unless the antenna is mounted on a rear facing section of the roof of the residence such that the antenna is completely screened from Public View.

Satellite Dishes

- (k) The registered proprietor shall not Construct on the Lot a satellite dish unless it is screened from Public View.

Clothes Lines

- (l) The registered proprietor shall not Construct on the Lot a clothes line; hoist or other drying or airing facility unless it is screened from Public View.

Outbuildings

- (m) The registered proprietor shall not Construct on the Lot an outbuilding unless it is:
 - (i) screened from Public View;
 - (ii) less than sixty (60) square metres in floor area or, ten percent (10%) of the area of the Lot, whichever is the lesser;
 - (iii) less than 2.4 metres in height; and
 - (iv) constructed behind the Main Building Line of the residence.

Fencing

- (n) The registered proprietor shall not Construct on the Lot any boundary fence forward of the Main Building Line of the residence.
- (o) The registered proprietor shall not Construct on the Lot any boundary fence behind the Main Building Line of the residence unless it is:
 - (i) constructed of TBA fencing with a TBA profile, brick, brushwood, limestone or timber slats; and
 - (ii) 1800 millimetres or more in height.

Retaining

- (p) The registered proprietor shall not Construct on the Lot any precast concrete panel and post retaining wall unless it is:
 - (i) constructed behind the Main Building Line of the residence; and
 - (ii) screened from Public View.

3. Restrictive Covenants - Use

The registered proprietor shall not:

Domestic Pets

- (a) raise, breed, keep or permit to be raised, bred or kept more than four (4) domestic pets on the Lot;

Signage

- (b) erect or permit to be erected any signage or advertisements on the Lot unless it is a builder's sign required during construction and is no more than 600 millimetres x 600 millimetres or a real estate sign associated with the sale of an established residence. For the avoidance of doubt, signs for the sale of vacant land are not permissible however this restriction in no way prevents the registered proprietor from selling the Lot in the event an established residence has not yet been constructed on the Lot);

Vehicles

- (c) repair or maintain or permit to be repaired or maintained on the Lot any motor vehicle, boat, trailer or any other vehicle or machinery unless it occurs behind the Main Building Line of the residence and is screened from Public View;
- (d) park or permit to be parked commercial vehicles including trucks, buses and tractors (excluding panel vans and utilities) unless screened from Public View;

Rubbish

- (e) permit any rubbish disposal containers on the Lot to be in Public View except on days allocated by the local authority for rubbish collection;

Fencing

- (f) do or permit any act or thing which may cause the removal, alteration, marking or defacement of any existing fence or retaining wall on the Lot;
- (g) permit any existing fence or retaining wall on the Lot to fall into a state of disrepair or to become unsafe;
- (h) permit any tree, plant, building or any other thing to cause an existing fence or retaining wall on the Lot to become structurally unsound; and/or
- (i) permit any existing fence or retaining wall on the Lot to be repaired or replaced unless the repair or replacement is in the same material, style and colour as the existing fence or retaining wall.

4. Miscellaneous Provisions

- (a) The registered proprietor acknowledges that the burden of the restrictive covenants contained in this deed runs with the Lot for the benefit of the registered proprietors of all other Lots and shall be enforceable against the registered proprietor of the Lot and every subsequent registered proprietor of the Lot.
- (b) The registered proprietor acknowledges that each restrictive covenant contained in this deed 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 restrictive covenant will be valid and enforceable to the fullest extent permitted by law.
- (c) The registered proprietor acknowledges that the restrictive covenants contained in this deed must not be modified, surrendered, released or abandoned whether wholly or partially.
- (d) The registered proprietor shall not make an application to any Court or the Registrar of Titles for the partial or complete modification, removal or extinguishment of the restrictive covenants contained in this deed.
- (e) The restrictive covenants contained in this deed shall expire and cease to have effect from and including 31 December 2027.

Buyer(s) initial here