



# HERITAGE

P A R K

## BALDIVIS

### ANNEXURE "B"

#### RESTRICTIVE COVENANTS – STAGE 3

##### PURPOSE

The Seller is committed to creating a community offering an idyllic lifestyle in a semi-rural setting with a variety of housing types complementing the diverse needs of its residents. Heritage Park ("the Estate") is preparing you for the future, it's your life – live it well.

The Estate has been designed to ensure a variety of styles, housing designs and a secure environment for its residents. The preferred housing styles are to be modern and provide for an active indoor and outdoor lifestyle.

The restrictive covenants set out in this Annexure have been chosen because they have been proven to achieve:

- Visually attractive and compatible housing;
- Attractive streetscapes throughout the estate;
- Minimal impact on adjoining neighbours;
- Increased safety through passive surveillance;
- Increased value for your investment;
- Variety of housing designs and densities;
- Improved amenity through maximised daylight, outlook and privacy;
- Attractive and interesting house facades showing material and textural mixes; and
- Reduced visual impact of garages.

The restrictive covenants form part of the contract of sale for each residential lot within the Estate and supplement the provisions of the City of Rockingham District Planning Scheme, Residential Design Codes and the Statements of Planning Policy.

**Prior to submitting plans to the City of Rockingham, all building plans must be stamped and approved by Rockingham Park Pty Ltd.**

##### SCOPE

For the purpose of enhancing the amenity of the Estate of which the Land forms part, and for the benefit of all buyers of land in this stage of the Estate, the Buyer acknowledges that the Land shall be encumbered by and is sold subject to the covenants in this Annexure (or covenants of a similar nature). The Buyer further acknowledges that the Seller will register a deed of restrictive covenant, containing the covenants in this Annexure (or covenants of a similar nature) pursuant to section 136D of the *Transfer of Land Act* on the certificate of title of the Land prior to Settlement.

Please note that you must make your own enquiries about the impact of the restrictive covenants as they affect the Land and shall be taken to have satisfied yourself about the covenants prior to your execution of this contract of sale.

##### CONTENT

###### 1. Definitions

In this Annexure, unless the context otherwise requires:

- (a) **Lots** shall mean all lots on Deposited Plan 61888 other than Lot 9002.
- (b) **Public View** shall mean the view from all public streets, public thoroughfares and public open spaces; and
- (c) **Residence** shall mean a permanent, non-transportable, single residential dwelling.

## 2. Restrictive Covenants

### 2.1 Construction

The Buyer shall not construct or permit to be constructed, erected or installed on the Lot:

#### Residence

- (a) more than one Residence;
- (b) a Residence or any alteration or addition to a Residence unless the materials are a combination of brick, external brick veneer, limestone, stone, finished or rendered masonry or rammed earth;
- (c) a Residence which has less than 185 square metres of floor area which includes the area between the external walls located under the main roof of the Residence but excludes the area of any alfresco, garage, outbuilding or veranda;
- (d) a Residence on a corner lot, unless the Residence is designed to address the corner. .

#### Roof

- (e) a Residence, unless the Residence has a roof that is:
  - (i) constructed from concrete tiles, clay tiles or colourbond;
  - (ii) painted or otherwise coated, sealed or treated in one colour;
  - (iii) not highly reflective (zincalume is not permitted); and
  - (iv) pitched at an angle of more than 25 degrees and less than 45 degrees (excluding any part of the roof that covers verandah areas);

#### Garage

- (f) 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) located under the main roof of the Residence;
  - (iii) a lock-up garage in that it has a garage door at least the width of two (2) cars (carports are not permitted);
  - (iv) constructed from materials similar and complimentary to the Residence;
  - (v) constructed at least 600 millimetres in front or behind the main face of the Residence (not including porticos or verandah areas);
  - (vi) set back at least 4.5 metres from the street which the garage faces; and
  - (vii) where the Lot is a corner lot, designed so that vehicles enter from the secondary street;
- (g) any other garage on the Lot, other than the garage outlined in clause 2.1(f) above unless it is:
  - (i) a single car garage capable of housing one (1) car;
  - (ii) located under the main roof of the Residence and is adjacent to the garage outlined in clause 2.1(f) above;
  - (iii) a lock-up garage in that it has a garage door one (1) car wide (carports are not permitted);
  - (iv) constructed from materials similar and complimentary to the Residence;
  - (v) constructed at least 600 millimetres behind the face of the adjacent double garage; and
  - (vi) where the Lot is a corner lot, designed so that vehicles enter from the secondary street;
- (h) a carport;

#### Crossover/Driveway

- (i) a Residence, unless the Residence has a minimum 5.2 metre wide driveway and crossover constructed of segmental clay or concrete brick pavers;

#### Letterbox

- (j) a letterbox unless it is:
  - (i) adjacent to the driveway;
  - (ii) constructed from materials similar and complimentary to the Residence; and
  - (iii) clearly numbered;

#### Solar Water Heater

- (k) a solar water heater unless it:
  - (i) is located on the roof of the Residence;
  - (ii) is installed in keeping with the roof profile;
  - (iii) matches the colour of the roof; and
  - (iv) is screened from Public View;

### Air Conditioner

- (l) an air conditioner 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;

### Antennae

- (m) a television or radio antennae unless contained wholly within the Residence or within the roof space of the Residence between the ceiling and the underside of the roof;

### Satellite

- (n) a satellite dish unless it is screened from Public View;

### Clothes Line

- (o) a clothes line, hoist, drying or airing facility unless it is screened from Public View;

### Outbuilding

- (p) an outbuilding, unless:
  - (i) it does not exceed 60 square metres in area or ten percent (10%) in aggregate of the total Lot area, whichever is less;
  - (ii) it is less than 2.4 metres in height;
  - (iii) it is constructed behind the front building line of the Residence;
  - (iv) it is constructed from materials similar and complimentary to the Residence; and
  - (v) it is screened from Public View;

### Fencing

- (q) any boundary fence:
  - (i) forward of the front building line of the Residence;
  - (ii) constructed from materials other than Riversand coloured colourbond with a Wavelok profile, brick, brushwood, limestone, timber slats or similar material that is complimentary to the Residence;
  - (iii) less than 1800 millimetres high; and
  - (iv) on the side of the Lot that does not extend from the rear of the Lot.

## **2.2 Use of the Lot**

The Buyer shall not:

### Domestic Pets

- (a) raise, breed, keep or permit to be raised, bred or kept more than 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 600mm x 600mm or a real estate sign associated with the sale of an established Residence (signs for the sale of vacant land are not permissible);

### 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 front 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;

### Gardens

- (f) permit garden areas on the Lot within Public View to remain unlandscaped for 4 months from the date of completion of the Residence;

Fencing

- (g) 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;
- (h) permit any existing fence or retaining wall on the Lot to fall into a state of disrepair or to become unsafe;
- (i) 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
- (j) 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.

**2.3 Cottage Lots Excluded**

The restrictive covenants set out in clauses 3.1(c), 3.1(f) (vi), 3.1(f) (vii), 3.1(i) and clause 3.1(q) (i) shall not apply to Lots 214 to 222 (inclusive) on Deposited Plan 61888.

- 3. The Buyer acknowledges that the burden of the covenants in this annexure runs with the Lot for the benefit of every other Registered Proprietor of the Lots and shall be enforceable against the Buyer and every subsequent registered proprietor of the Lot.
- 4. The Buyer acknowledges that each covenant is separate from the other and therefore if any covenant becomes invalid or unenforceable then the remaining covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.
- 5. The Buyer acknowledges that it must comply with and observe the covenants and furthermore acknowledges that the Seller shall have no responsibility for enforcing the covenants, but reserves the right to do so.
- 6. The Buyer acknowledges that the covenants will not be modified, surrendered, released or abandoned whether wholly or partially.
- 7. The Buyer shall not make an application to any Court, the Registrar of Titles or Landgate for the partial or complete modification, removal or extinguishment of the covenants.
- 8. The covenants shall expire and cease to have effect from and including 31 December 2019.

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_