

RIVERWALK RAVENSWOOD, WA

Annexure B Restrictive Covenants

The Restrictive Covenants are as follows. The 'Lot' is the Property as defined in the Contract.

The registered proprietor for itself, its successors in title, and its transferees and assigns, covenants and agrees with the Transferor, its successors in title, and its assigns, to the intent that the same will run at law and in equity with the Lot not to do or permit any of the following:

1. Compliance

- 1.1 Develop the Lot or construct upon the Lot a dwelling unless such development or construction is in compliance with the requirements of the residential design codes, the town planning scheme, or an approved local development plan (if applicable) and all relevant by-laws and policies of the Shire of Murray (**Shire**).

2. Area of Residence

- 2.1 Construct on the Lot having an area of less than 400m² a residence with a living area of less than 120m² excluding verandas, garages/carports and alfresco areas.
- 2.2 Construct on the Lot having an area of 400m² or more a residence with a living area of less than 140m² excluding verandas, garages/carports and alfresco areas.

3. External Finish

- 3.1 Construct on the Lot a dwelling with external wall materials not primarily made of stone, face brick or painted or coloured cement render.
- 3.2 Construct on the Lot a dwelling unless each street facing facade is made up of at least two different colours or textures with each such colour or texture (as applicable) making up at least 10% of the total surface area of the relevant façade. For the purpose of this clause, **façade** does not include the roof, gutters, downpipes, windows or doors.
- 3.3 Construct on the Lot a dwelling without incorporating either a portico, gable or feature wall into the street front elevation of the dwelling.
- 3.4 Construct on the Lot a dwelling with roofing materials other than concrete or clay tiles or Colorbond® sheeting (Zincalume® is not permitted).

4. Roof Pitch

- 4.1 Construct on the Lot a dwelling which incorporates a pitch of less than 24 degrees.

5. Carport / Garage

- 5.1 Construct on the Lot a dwelling that does not include a carport with a garage door or a garage that is:
- (a) capable of housing at least 2 regular motor vehicles parked side by side; and
 - (b) constructed in a manner which reasonably complements the dwelling with respect to roof pitch, materials used, design, colour and external appearance;

6. Outbuildings

- 6.1 Construct on the Lot any Outbuilding that is greater than 15m² or higher than 3 metres unless the Outbuilding is constructed using materials that reasonably complement the dwelling in appearance.

7. Driveways

- 7.1 Construct on the Lot a dwelling, unless a driveway and cross-over between the road and the parking area on the Lot are constructed and completed at the same time as or prior to occupation of the dwelling.
- 7.2 Construct on the Lot a driveway or cross-over that is:
- (a) less than 3 metres wide or greater than 9 metres wide;
 - (b) constructed from anything other than brick pavers, concrete or similar; or
 - (c) constructed from grey coloured concrete.

8. Roof Projections

- 8.1 In respect of any building constructed on the Lot, install any roof mounted services (including but not limited to, solar heaters, solar panels, air conditioners, television aerials, satellite dishes and water tanks) on that part of a roof facing a street unless the roof mounted service in question is a solar panel or collector for hot water units, the street is a secondary street and the roof mounted service needs to be mounted on that part of the roof to maximise the roof mounted services' effectiveness.

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8.2 Paint any roof mounted services in any colour that, or install any roof mounted services which consist of coloured materials that, do not match the roof colour.

9. Commercial Vehicles

9.1 Park any Commercial Vehicles on the Lot or on a verge abutting the Lot unless screened from public view at all times or unless parked during the normal course of business by a visiting tradesman.

9.2 Repair, restore or maintain any motor vehicle, motorcycle, boat, trailer or any other vehicle unless carried out behind the building line and screened from public view at all times.

10. Fencing

10.1 Construct side and rear boundary fencing on the Lot using anything other than "Woodland Grey Colorbond®" fence panels or sheets with "Woodland Grey" coloured capping (or, if that colour is discontinued by Colorbond, the Colorbond® colour that most closely matches the colour 'Woodland Grey'), posts and rails to a maximum height of one thousand 1.8 metres measured from the ground level up.

10.2 Construct fencing:

(a) between the dwelling and the side boundary of the Lot; or

(b) forward of the dwelling along the side and front boundaries,

that is visible from the street from any materials other than the materials of the dwelling, which match the appearance of the dwelling.

10.3 Complete construction of boundary fencing for the Lot any later than 60 days from the earlier of the date of completion of construction of the dwelling or the date of occupation of the dwelling.

11. Landscaping

11.1 Construct a dwelling on the Lot unless the area between the front building line and the kerb is reticulated and landscaped within 60 days of the date of occupation of the dwelling.

12. Signage

12.1 Erect or display on the Lot any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling house constructed on the Lot or advertising a business operating from the Lot, provided such sign does not exceed 500mm by 500mm in its dimensions, and any sign or advertising material erected or displayed on the Lot in breach of this covenant may be removed, without notice, by the Owner.

13. Street Trees

13.1 Object to the installation of any street tree in the road reserves (**Street Tree**) by the Owner.

13.2 Damage, kill, harm or remove any Street Tree installed by the Owner or permit the doing of any such activity.

14. Duration of Restrictive Covenants

14.1 The above Restrictive Covenants will continue for the benefit of and run at law and in equity with every lot on the Subdivision Plan of which the Lot forms part until 31 December 2037 to the intent that the same will bind the registered proprietor, its transferees, executors, administrators, successors in title and assigns for the benefit of the registered proprietor or proprietors of the remainder of the Lot comprised in the that Subdivision Plan or any part or parts of it.

15. Definitions

In these Restrictive Covenants the following words have the following meanings:

Commercial Vehicle means any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery;

dwelling means a permanent non-transportable private residence;

Outbuilding means a shed, storeroom, studio, or workshop, or granny flat or other such free standing building structure that does not comprise part of the main dwelling;

Owner means Realise Residential WA 2 Pty Ltd ACN 636 609 339 of Suite 21, 285 Crown Street, Surry Hills NSW 2010; and

Shire means the local government of the Shire of Murray and any replacement of it.