

**Annexure "A"**  
**STANDARD RESIDENTIAL LOTS**

**1. Restrictive Covenants**

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- 1.1 The Property is sold subject to the restrictive covenants set out below ("Restrictive Covenants") which will be registered against the Certificate of Title to the Property prior to settlement:

*"The registered proprietor covenants:*

- (1) *Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the transferor or the Project Manager:*
  - (a) *Where the Lot is less than 400 square metres in area, any single house other than a single, private, non-transportable dwelling house having a floor area of 140 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;*
  - (b) *Where the Lot is equal to or greater than 400 square metres in area, any single house other than a single, private, non-transportable dwelling house having a floor area of 160 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;*
  - (c) *Where the lot area is equal to or greater than 600m<sup>2</sup> any single house shall be as set out in 1b above. Where 2 primary dwellings are built on the lot, they shall each have an area of no less than 130m<sup>2</sup> with the same conditions as set out in 1b.*
  - (d) *Any dwelling having a roof pitch of less than 24 degrees, or any dwelling with a roof constructed of zincalume or any other significantly reflective material;*
  - (e) *Any dwelling not having at least one feature (for example, a gable, bay window, verandah, portico, window hood) to the front façade to add visual interest;*
  - (f) *Any single house without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:*
    - (i) *Includes a garage door sufficient to completely screen the interior of the garage from the street;*
    - (ii) *Is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling house in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance;*
    - (iii) *Includes a driveway and cross-over constructed of brick paving or exposed aggregate and extending to the road kerb in the same material;*
  - (g) *Any pergola or like structure which is visible from the street or road adjacent to the Lot or from adjacent lots unless the pergola or like structure is constructed of the same materials and of the same colour*

- and style as the walls and the roof of the main dwelling constructed on the Lot;*
- (h) *Any retaining wall that faces a street frontage unless constructed of:*
- (i) the same brick or with the same finish as the walls of the main dwelling on the Lot; or*
  - (ii) the same material as used by the Developer in the construction of retaining walls for the estate;*
- (i) *Any fence forward of the front building line of the dwelling house or any fence to the front boundary facing the street;*
- (j) *Any fence to the rear of the front building line of the dwelling house unless the fence is capped and the colour of such fence is the colour "Riversand" as specified by BlueScope Steel Limited in its Colorbond fencing colour range or a substantially equivalent colour;*
- (k) *Any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:*
- (i) Is substantially hidden from public view from immediately adjacent streets and parks;*
  - (ii) Is not constructed of zincalume or any other significantly reflective material; and*
  - (iii) Does not project above the height of any surrounding boundary fence by more than 300mm.*
- (l) *Any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:*
- (i) Is substantially hidden from public view from immediately adjacent streets and parks;*
  - (ii) Is not constructed of zincalume or any other significantly reflective material; and*
  - (iii) Does not project above the height of any surrounding boundary fence by more than 600mm.*
- (m) *Any free-standing structure (including a garden shed, storage shed or work shed) in excess of 36 square metres, unless such structure matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;*
- (n) *Any structure attached to the dwelling house, unless such structure matches the dwelling house in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view;*
- (o) *Any hot water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturers instructions and which is hidden from public view;*
- (p) *Any air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof;*
- (q) *A letterbox which is not located adjacent to the driveway, clearly numbered, or does not match or compliment the residence;*
- (2) *Not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view.*
- (3) *Once a dwelling house is completed, not to drive or permit or allow to be driven any vehicles over the Lot unless those vehicles are driven over driveways and crossovers constructed on the Lot;*

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- (4) *Not to conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle, on the Lot or any part other than wholly within a garage on the Lot or any part thereof;*
- (5) *Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the land unless first approved by the Project Manager.*
- (6) *Not to allow the front yard and verge abutting the Lot 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 Lot;*
- (7) *Not to 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. Any sign or advertising material erected or displayed on the Lot in breach of this covenant may be removed without notice by the Project Manager.*
- (8) *Not to permit or authorise any part of a residence constructed on the Lot to be used in any way directly or indirectly for any retail, business, commercial or non-residential purpose other than a business purpose which is quiet and unobtrusive and which does not in any way detract from the general amenity of the Lot;*
- (9) *Not to raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on any part of the Lot provided that this restriction does not operate to prevent the Transferee from keeping domestic pets on the Lot;*
- (10) *Not to accumulate or permit to accumulate any rubbish, trash or garbage or other waste material on any part of the Lot except in appropriate waste container located in appropriate areas which are screened or concealed from view so as not to be visible from any street on to which the Lot fronts; and*
- (11) *Not to park, keep or store or allow to be parked, kept or stored on the Lot or on the road reserve next to or adjacent to the Lot any sea container or similar transportable storage unit, any unlicensed motor vehicle, any commercial, industrial or agricultural machinery of any kind having either a length, width or height that exceeds 2 metres, or any other item that would breach the City of Mandurah's Consolidated Local Law by parking, keeping or storing the item on the Lot or the road reserve next to or adjacent to the Lot.*

*The above covenants shall endure for the benefit of and run at law and in equity with every allotment on the plan of subdivision of which the Lot forms part until **31 December 2023** to the intent that the same shall 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 lots comprised in the said plan of subdivision or any part or parts thereof."*

1.2 The Buyer, for itself and its successors in title, covenants with the Seller to:

- (a) Observe and perform the Restrictive Covenants; and
- (b) Indemnify the Seller from and against any breach or failure to observe and perform the Restrictive Covenants.

- 1.3 The Buyer acknowledges the Restrictive Covenant will only encumber residential lots created by the Transferor and that there may be lots on the Deposited Plan which will be designated for non residential purposes and that those lots will not be subject to the Restrictive Covenant.
- 1.4 The Seller advises the Buyer and the Buyer acknowledges that the Restrictive Covenants set out in Clause 1.1 hereof are provisional only and are subject to alteration at the request of the City of Mandurah ("City") and / or the Western Australian Planning Commission ("WAPC") prior to Settlement. Should such alterations be required by the City and / or the WAPC, the Seller shall duly advise the Buyer of such alterations, following which the Buyer shall be entitled, at any time up to seven (7) days thereafter, to terminate this contract by notice in writing to the Seller, whereupon the Seller will refund the Buyer's Deposit in full and neither the Buyer nor the Seller shall have any further claim against the other. In the event that the Buyer, having received notice of such alteration, does not advise the Seller of its intention to terminate this contract as provided above within seven (7) days, the Buyer shall be deemed to have accepted such variations as if they were incorporated in full herein.
- 1.5 In addition to the requirement for the Buyer to comply with the Restrictive Covenants, the Buyer also agrees that they will landscape the front of the Lot to a standard reasonably required by the Seller within 6 months of the dwelling house to the lot being completed and occupied by the lot owner or any other resident of the lot, failing which the Seller may arrange to have the landscaping completed at the Buyer's cost.

## **2. Special Condition Relating to the Golf Course**

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- 2.1 The Buyer acknowledges and agrees that due to the position of the Property being near the Meadow Springs Golf Course ("the Golf Course") that there may be some inconvenience or danger or potential hazards in occupying the Property and in particular, the Buyer acknowledges that:
- (a) In some instances there may be inconvenience or danger or damage caused due to errant golf balls being hit onto the Property; and
  - (b) There may be a need for maintenance works to be carried out by machinery operating on the Golf Course outside normal hours.
- 2.2 The Buyer has agreed to purchase the Property being fully aware of and accepting that there may be inconvenience and danger and potential hazards for some of the reasons aforesaid and the Buyer covenants with the Seller that the Buyer shall not take any action of whatsoever nature (whether directly or indirectly) against the Seller relating to operation of the Golf Course, the position of the fairways or greens or any part thereof, or maintenance works which may be carried on outside normal working hours.
- 2.3 The Buyer acknowledges that its purchase of the Property gives no entitlement or association with the adjacent Meadow Springs Golf and Country Club. In addition, the Buyer acknowledges that the Meadow Springs Golf and Country Club is privately owned land.