

Spires Release 27-29



Restrictive Covenants

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the restrictive covenants set out below which the Seller shall register on the certificate of title for the Property prior to settlement pursuant to section 136D of the *Transfer of Land Act 1893 (WA)*.

1. Restrictive Covenants

1.1 Land Use

The registered proprietor must not construct or permit to be constructed on the lot a house unless it is a permanent, non-transportable house that is constructed on site.

1.2 No Dual Key Residences

The registered proprietor must not construct or permit to be constructed on the lot a house that is dual occupancy, twin key or which is otherwise designed to accommodate two (2) separate residences (with separate entrances) under the main roof of the house.

1.3 House Size

The registered proprietor must not construct or permit to be constructed on the lot a house unless the house has a minimum Floor Area of:

- (a) 160m² for any lot up to and including 375m² in area; or
- (b) 180m² for any lot greater than 375m² and up to and including 500m² in area; or
- (c) 200m² for any lot greater than 500m² in area.

1.4 Building Materials

The registered proprietor must not construct or permit to be constructed on the lot a house unless:

- (a) all external walls (excluding windows) are constructed with bricks, masonry, limestone finished face work, painted render, rammed earth or other materials approved by the Developer from time to time; and
- (b) the roof is covered with tiles or Colorbond (for the avoidance of doubt, zincalume is not permitted).

1.5 Parking

The registered proprietor must not construct or permit to be constructed on the lot a house unless:

- (a) the house contains a fully enclosed garage making provision for parking of not less than two (2) motor vehicles side by side;
- (b) a driveway and the crossover between the road and the parking area on the lot are constructed and completed prior to occupation of the house; and
- (c) the driveway and crossover are constructed of paved materials using brick or block paving, liquid limestone or monolithic exposed aggregate concrete (for the avoidance of doubt, neither in situ grey concrete nor grey slabs are permitted).

1.6 Sheds/Outbuildings

The registered proprietor must not construct or permit to be constructed or bring on to the lot any outbuilding (including but not limited to any detached garage, workshop, garden shed or storage shed):

- (a) using zincalume or which is made from zincalume; or
- (b) which exceeds ten square metres (10m²) in floor area and/or more than two (2) metres in height unless it is constructed using the same materials as the house constructed on the lot.

1.7 Fencing and Retaining Walls

- (a) The registered proprietor must not permit the rear boundary of the lot or the side boundary of the lot (behind the front building line or the finished fence line in the case of corner lots) to be unfenced at any time while a house on the lot is occupied.
- (b) The registered proprietor must not construct or permit to be constructed any side gate (between the house and the side fencing) unless it is complementary to the side fencing.
- (c) The registered proprietor must not construct or permit to be constructed on the lot any fence abutting any public open space or public reserve unless the fence is constructed of brick, rendered brick or limestone, whether solid or piers in-filled with timber or wrought iron.
- (d) Subject to clause 1.7(c) above, the registered proprietor must not construct or permit to be constructed on the lot any fencing to the rear boundary or either side boundary behind the front building line other than Colorbond fencing at a height of 1800mm with frame and in-fills in the colour "Woodland Grey".
- (e) The registered proprietor must not construct or permit to be constructed on the lot any fencing to the front boundary other than fencing constructed of brick piers, rendered brick piers or limestone piers in-filled with timber or wrought iron with spacings.
- (f) The registered proprietor must not construct or permit to be constructed on the lot any fencing to either side boundary forward of the front building line other than:
 - (i) a single Colorbond panel that is 2350mm in length that is connected to the fencing behind the front building line and that rakes down from 1800mm in height (at the point that is parallel to the front building line where the raked panel connects to the fencing behind the front building line) to 900mm in height; or
 - (ii) if the front boundary of the lot is fenced, then fencing that matches the front boundary fencing in terms of height, materials and appearance and that connects the front boundary fencing to the side boundary fencing erected behind the front building line.
- (g) The registered proprietor must not construct or permit to be constructed any retaining walls on the lot unless they are constructed from natural or reconstituted limestone.
- (h) The registered proprietor must not take or permit any action to be taken to alter, mark, or remove any fence or retaining wall constructed on the lot by the Developer unless the alteration relates to the construction of additional retaining on or about any of the boundaries of the lot.
- (i) The registered proprietor must not permit any fence or retaining wall constructed on the lot by the Developer:
 - (i) to become damaged, unsafe or fall into a state of disrepair; or
 - (ii) to become structurally unsound as a result of any roots, trees, plants, buildings or other things on the lot.
- (j) The registered proprietor must not repair or replace any fence or retaining wall constructed on the lot by the Developer unless the repairs or replacements are in the same style and colour as the fence or retaining wall being repaired or replaced.

1.8 Landscaping

The registered proprietor must not permit garden areas on the lot and within public view (including road verges) to remain unlandscaped after three (3) months of occupation of a house constructed on the lot.

1.9 Vehicle Repairs

The registered proprietor must not carry out or permit to be carried out on the lot any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

1.10 Rooves

- (a) The registered proprietor must not construct or permit to be constructed on the lot a house with a traditional pitched/hipped roof unless the roof pitch is equal to or greater than twenty five (25) degrees (excluding any part of the roof which covers a verandah area).
- (b) The registered proprietor must not construct or permit to be constructed on the lot a house with a skillion or mono pitch roof unless the roof pitch is equal to or greater than eight (8) degrees.

1.11 Appearance

- (a) The registered proprietor must not permit any rubbish disposal containers on the lot to be located forward of the front building line except on days allocated by the local authority for rubbish collection from the lot.
- (b) The registered proprietor must not permit clothes hoists located on the lot to be visible from any public street or thoroughfare.
- (c) The registered proprietor must not permit any satellite dish erected on the lot to be visible from any public street or thoroughfare.
- (d) The registered proprietor must not permit any TV antennas erected on the lot to be visible from any public street or thoroughfare.
- (e) The registered proprietor must not permit any air-conditioning unit to be installed on the roof of a house constructed on the lot unless the unit is of similar colour to the roof.
- (f) The registered proprietor must not permit any solar hot water unit to be installed on the roof of a house constructed on the lot unless the unit matches the profile of the roof.
- (g) The registered proprietor must not construct or permit to be constructed any letterbox on the lot other than a letterbox that is immediately adjacent to the driveway, clearly numbered and complimentary to a house constructed on the lot.
- (h) The registered proprietor must not permit any "for sale" sign to be erected on the lot until construction of a house on the lot is at the lock up stage or later.
- (i) The registered proprietor must not use or permit tin foil, paper, newspaper, cardboard or any other temporary material to cover any window of a house constructed on the lot.

1.12 Corner Lots

In relation to any lots that are located on a corner, the registered proprietor must not construct or permit to be constructed on the lot a house unless the house is designed to address both the Primary Street and the Secondary Street in accordance with the following:

- (a) boundary fencing along both the Primary Street and Secondary Street must finish at least four (4) metres behind the front building line;
- (b) the house must have a minimum of 1.5 m² of glazing that is located forward of the finished fence line and that faces and provides a view to the Secondary Street. The window(s) installed must have:
 - (i) non obscured glazing;
 - (ii) a minimum width of 810mm; and
 - (iii) a base that commences no higher than 11 courses above slab height; and
- (c) the house must have, facing the Secondary Street, a bay window, gable, return veranda or at least two feature blades that run through the roofline forward of the finished fence line.

2. Definitions

In this deed, unless the context otherwise requires:

- (a) **"Deposited Plan"** means Deposited Plan 429589;
- (b) **"Floor Area"** means the area between the outside of the external walls of the house including any alfresco area located under the main roof of the house but excluding the area of any garage;
- (c) **"Land"** means Lot 9003 on Deposited Plan 421444 being the whole of the land contained in Certificate of Title Volume 4011 Folio 990, Lot 9501 on Deposited Plan 400952 being the whole of the land contained in Certificate of Title Volume 2882 Folio 293, and Lot 3 on Diagram 29589 being the whole of the land contained in Certificate of Title Volume 382 Folio 138A;

- (d) **“Primary Street”** means, in relation to a corner lot, the street that the shorter boundary of the lot faces; and
- (e) **“Secondary Street”** means, in relation to a corner lot, the street that the longer boundary of the lot faces.

3. Time Limit

The restrictive covenants set out above shall expire and cease to have effect from and including 31 December 2029.

4. General Provisions

- (a) The burden of the restrictive covenants set out above is appurtenant to and will run with all lots noted as being burdened by the restrictive covenants on the Deposited Plan and as such the restrictive covenants are enforceable against the registered proprietors of all such lots (from time to time).
- (b) The benefit of the restrictive covenants set out above is appurtenant to and will run with all lots noted as receiving the benefit of the restrictive covenants on the Deposited Plan and as such the restrictive covenants are enforceable by the registered proprietors of all such lots (from time to time).
- (c) Each restrictive covenant set out above is separate from the other and therefore if any of the restrictive covenants become 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.
- (d) The restrictive covenants set out above are not to be modified, surrendered, released or abandoned whether wholly or partially prior to the date upon which the restrictive covenants expire and cease to have effect.

5. Buyer's Acknowledgements

- (a) The Buyer acknowledges that it has both read and understood the restrictive covenants set out in this annexure and that it is satisfied with and accepts the restrictive covenants and the impact they will have on the Property.
- (b) The Buyer acknowledges that, while the Seller may take steps to enforce and/or encourage compliance with the restrictive covenants contained in this annexure, the Seller has no liability or responsibility for enforcing the restrictive covenants.
- (c) The Buyer acknowledges that not all of the lots on the Deposited Plan will be burdened by the restrictive covenants and/or receive the benefit of the restrictive covenants.
- (d) The Buyer acknowledges that the deed of restrictive covenant contained in this annexure is a draft version only and as such it may be necessary to vary the deed of restrictive covenant and the Buyer is not entitled to make any objection in relation to any variation provided it does not materially prejudice the Buyer.