

**ANNEXURE 2
AUSTIN LAKES
RESTRICTIVE COVENANTS**

Lot _____, AUSTIN LAKES

The Transferee covenants with the Transferor:

- (1) NOT to construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land"):-
 - (a) A residence or any alteration or addition to a residence:-
 - (i) which does not have a front elevation comprised of a minimum of two different wall materials or two different wall colours;
 - (ii) subject to paragraph (i) using wall materials which are not either predominantly painted or rendered concrete, rendered masonry, clay bricks, limestone, natural coloured concrete blockwork, split face block feature walls, timber or weatherboard which has a stained or painted finish, fibre cement cladding, metal deck cladding custom orb and/or mini orb, reverse brick veneer or composite materials (including a mixture of fibre cement products) or other similar material finished in facework or render provided that each of those materials used comprises not less than ten per centum (10%) of the total front elevation wall area (excluding windows) of the residence; and
 - (iii) using roof materials which are not concrete or clay tiles or colorbond with a non-reflective surface; and
 - (iv) using roof materials which include Zinalume metal and other reflective materials, red and orange colours;
 - (iv) which does not have a gas storage or gas instantaneous hot water system installed.
 - (b) A residence which is not a permanent non-transportable private residence ("a residence") unless the completed residence is of comparable standard to a residence constructed insitu.
 - (c) A residence which:
 - (i) has a pitched roof and the roof pitch is less than 24 degrees and 43 minutes (excluding any part of the roof which covers verandah areas);
 - (ii) has a skillion roof unless the skillion roof has a pitch of a minimum of 5 degrees and a maximum of 10 degrees; or
 - (iii) has a flat roof unless the flat roof has a pitch of less than 5 degrees and all edges of the roof are hidden by a horizontal parapet.
 - (d) A residence which does not have a front façade containing either:
 - (i) a Gable; or
 - (ii) a Gablet; or
 - (iii) at least one arch to the brickwork of the front façade with projecting masonry corbels; or
 - (iv) an arch with projecting masonry corbels; or
 - (v) a portico that projects forward from the main roof of the front of the residence; or

- (vi) projecting sill courses and/or contrasting sills; or
 - (vii) a verandah with a minimum depth of 1500 millimetres which comprises a minimum of 50 percentum of the front elevation of the residence; or
 - (viii) a feature blade wall; or
 - (vii) a cement render finish to the walls of the front elevation of the residence.
- (e) A residence which does not contain a carport or garage making provision for parking of at least two motor vehicles side by side and does not contain a front door.
- (f) A carport or garage, which, if not located under the main roof of the residence:-
- (i) is not made of the same materials as the residence; or
 - (ii) does not match or complement the residence, in respect of the pitch of the roof, materials used, the design and external appearance including colour and the quality of construction.
- (g) Any outbuilding structure with walls and a roof exceeding 20 square metres which has a flat roof unless the structure is made of the same materials as the residence, the roof is shielded from front view by parapet walling and the structure otherwise matches or complements the residence in respect of materials used, the design and external appearance, including colour and the quality of construction.
- (h) Any shed or other outbuilding which has walls made of or coated with zincalume or other reflective material.
- (i) A garage that is an outbuilding:
- (i) the roof pitch of which is not the same as the main dwelling;
 - (ii) which is not completed in conjunction with the main residence; and
 - (iii) which does not have driveway and crossover fully constructed to the garage door.
- (j) A residence, unless a driveway and crossover between the road and parking area on the land are constructed and completed at the same time as, or prior to, occupation of the residence.
- (k) A driveway which:
- (i) is wider than 6 metres at the street boundary of the land;
 - (ii) is less than 5 metres in width at the street boundary of the land;
 - (iii) is less than 0.6 metres from any side boundary of the land;
 - (iv) is not constructed of brick paving, an exposed aggregate or a textured coloured concrete product;
 - (v) is constructed of grey grano concrete or is red or orange in colour; or
 - (vi) has a crossover which does not abut each side of the footpath, where a footpath is installed.
- (l) Subject to paragraph (m), any side or rear boundary fence unless it is:-
- (i) capped and painted on both sides in Teatree coloured paint and is constructed of materials known as colorbond; or
 - (ii) constructed of masonry or brick which complements the dwelling and streetscape.
- (m) Subject to paragraph 1(m), any fence which is less than 1800 millimetres in height or does not match or complement the residence or, which extends forward of a 500mm set back from the building line and 2metres set back from the building line on a corner boundary.

- (n) If the land is serviced by and abuts a rear access lane, any fence which extends forward of the building frontage setback line unless it:-
 - (i) is constructed of the same materials as the walls of the residence, or is an open timber picket fence
 - (ii) has a maximum open height of 750mm; or
 - (iii) has a maximum solid height of 750mm.
 - (o) A residence unless all side and rear boundary fencing is constructed and completed at the same time as or prior to occupation of the residence.
 - (p) A letter box which is not located adjacent to the driveway, is not clearly numbered or does not match or complement the residence.
 - (q) An air conditioner or evaporative cooler, unless:-
 - (i) contained wholly within the residence; or
 - (ii) is installed generally below the ridge line of the roof and is of similar colour to the roof; or
 - (iii) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence.
 - (r) A solar hot water heater, unless it fits the roof profile and is not elevated at any angle to the roof profile and otherwise matches or complements the residence.
 - (s) A clothes line, rain water tank, rubbish disposal container or gas hot water system except in accordance with the manufacturer's instructions and which is not screened from public view.
- (2) NOT to:
- (a) park or allow to be parked on the land or on the road or on any other land near to or next to the land, any commercial vehicles (which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres) or caravans, trailers, boats or any other mobile machinery ("vehicles") unless the vehicles are housed or contained wholly within a carport or garage on the land or are screened from public view; or
 - (b) park or allow to be parked on the land or the road or on any other land near to or next to the land and caravan, trailers, boats or any other mobile machinery which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres which are used wholly or predominantly for recreational purposes unless those vehicles are either:
 - (i) housed or contained wholly within a carport or garage on the land or are screened from public view; or
 - (ii) parked or contained on a hard surface on a side boundary that is perpendicular to the primary street.
 - (c) carry out any repairs to or restoration of any vehicles parked on the land or on the road or on any other land near to or next to the land unless such repairs or restoration is carried out wholly within a carport or garage on the land or is screened from public view.
- (3) That where retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter or remove any or the retaining walls or fences, NOT to allow or permit the retaining walls or fences to fall into a state of disrepair, and NOT to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences.
- (4) That if retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter the level of the surface of the land by elevating the level by more than 100mm

- (5) Except for any residence specifically constructed for display purposes, NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than a sign erected by a builder of the residence in accordance with the Builders Registration Act or a "FOR SALE" sign which may be erected after completion of a residence ,driveway, crossover, front yard landscaping fencing and return fencing /gate from the side boundary to the residence.
- (6) Except for any residence specifically constructed for display purposes, NOT to use or open or allow to be used or opened, any residence erected on the land for display purposes.
- (7) Not to breach or cause to be breached the **Austin Lakes South Yunderup Design Handbook** relating to the land a copy of which is annexed hereto and marked "3".
- (8) Not to remove any footpath or part of a footpath.
- (9) That the covenants herein contained shall operate and be enforceable until the day being fifteen (15) years after the date of issuing of the Certificate of Title to the land when such covenants will cease to have any further effect.
- (10) That the burden of these covenants shall run with each lot on the plan or diagram of subdivision for the benefit of every other lot on that plan or diagram. The covenants shall be enforceable against the Transferee and every subsequent registered proprietor of the land, by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of subdivision.

The restrictive covenants are entered into for the benefit of all Buyers of lots on the relevant Deposited Plan of Subdivision and are enforceable by all owners.

Each Buyer must therefore comply with and observe the restrictive covenants. The Seller accepts no responsibility for enforcement of the restrictive covenants, but does have and reserves the right to do so, so long as it is the registered proprietor of a lot on the relevant Deposited Plan.

The Buyer agrees that prior to commencement of any construction on the land, the Buyer shall submit plans and specifications to the Seller or it's agents for approval. Approval shall automatically be given if such plans and specifications comply with the covenants hereinbefore contained.

- (11) For the purposes of these covenants:-
 - (a) "**Gable**" means a triangular portion of the external wall between the enclosing lines of a pitched roof from eaves level to the apex;
 - (b) "**Gablet**" means a small Gable, such as in a Gambrel Roof;
 - (c) "**Gambrel Roof**" means a roof having a small Gable near the apex of a hipped end;
 - (d) "**outbuilding**" means a building or buildings erected or constructed on the land which is not part of the residence, the carport or the garage.
 - (e) "**Portico**" means a narrow verandah or colonnade projecting from the front entrance of the dwelling;
 - (f) "**primary street**" means the street which is directly opposite the main front door of the residence; and
 - (g) "**residence**" means a building constructed for private residential occupation which may be a single residence or part of a duplex or other multiple development and may be more than one storey in height, depending on the density requirements of the Shire of Murray and WAPC.
 - (h) "**secondary street**" means a street which runs along the side of the residence and is not a primary street.

Buyer _____ Buyer _____

Witness _____ Witness _____

Date _____ Date _____

Signed by the Seller:

Seller _____ Witness _____

Date: _____