



**ATTACHMENT 1 TO
ANNEXURE "A" CONDITIONS
RESTRICTIVE COVENANT**

RESTRICTIVE COVENANT

The Buyer(s) acknowledges that the Property is sold subject to and will be encumbered by restrictive covenants for the purpose of enhancing the amenity of all lots within Brookside Waters Estate, including lots on the Deposited Plan of which the Property forms part.

The Buyer(s) hereby covenants and agrees with the Seller that the following covenants will encumber the Certificate of Title to the Property when it issues from Landgate and which the Buyer(s) accepts.

The burden of these covenants shall run with each lot on the Deposited Plan ("Lot") for the benefit of every other lot on that Deposited Plan. The covenants shall be enforceable against the Buyer(s) and every subsequent registered proprietor of the Property, by the Seller and every subsequent registered proprietor of any other lot on the said Deposited Plan.

The Buyer(s) agrees that the Seller is not responsible for enforcement of the restrictive covenants and is not liable to the Buyer(s) for any breach of the restrictive covenants.

The registered proprietor for the time being of each lot on the Deposited Plan will not:

1. Commence any development on a Lot without first having the plans and specifications approved by the Seller and the Local Authority.
2. Construct, erect or install or permit to be constructed, erected or installed on the Lot a residence which is not:
 - 2.1 permanent non-transportable private residence ("residence") unless the completed residence is of comparable standard to a residence constructed in-situ.
 - 2.2 include or incorporate in the front elevation of the residence and/or any elevations of the residence which faces any Public Open Space which adjoins the land, least two different building materials or two different colours (excluding windows and window frames) and which does not incorporate or include at least one of the following features to the front elevation of the residence (and any elevation of the residence facing the Public Open Space):
 - 2.2.1 Gable;
 - 2.2.2 Roof gable;
 - 2.2.3 Projecting sill course;
 - 2.2.4 An arch with Projecting masonry corbels;
 - 2.2.5 Verandah or balcony with a minimum depth of 1500mm for at least 50% of the elevation;
 - 2.2.6 Portico with a minimum width of 1500mm;
 - 2.2.7 Feature rendered wall; or
 - 2.2.8 Feature stone wall.
 - 2.3 comprise as its floor, a one piece concrete slab construction.
 - 2.4 where the roof pitch is less than 24° except in the case of curved or skillion roofs.
 - 2.5 except for any lot with a frontage less than 10 metres: a residence which does not contain a garage making provision for parking of at least two motor vehicles side by side.
 - 2.6 in respect of any lot with a frontage less than 10 metres, a residence which does not contain a garage making provision for parking of at least one motor vehicle in the garage and with provision for parking of a second motor vehicle on the driveway in tandem.
 - 2.7 a residence which has access through a rear laneway and provision has been made for vehicular access to the residence other than by that rear laneway.
 - 2.8 a residence or any other improvements constructed on the land which do not comply with the Local Development Plan.
 - 2.9 a Residence or any alteration or addition to a Residence:
 - 2.9.1 Using wall materials which are not either predominantly concrete, clay bricks limestone or other similar material finished in face brickwork or render;
 - 2.9.2 Using roof materials which are not concrete or clay tiles or colorbond metal;
 - 2.9.3 Using roof materials known as zincalume or other reflective material.
 - 2.9.4 which is transported to the land or is a transportable residence unless the completed residence will be of comparable standard to a dwelling constructed in-situ.
 - 2.10 a garage which, if not located under the main roof of the residence, is not constructed in the same materials as the residence.
 - 2.11 a residence, unless a driveway and the crossover between the road and the parking area on the land are constructed and completed prior to occupation of the residence.
 - 2.12 a driveway which is:
 - 2.12.1 wider than 6 metres at the street boundary of the land;
 - 2.12.2 which is not constructed of brick or block paving or concrete which has a similar appearance to limestone;
 - 2.12.3 constructed of, or comprises grey or painted concrete.

- 2.13 a residence, unless all ground areas which are visible from the street or any Public Open Space adjoining or near the land ("visible areas") is properly landscaped within 6 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a beautifying surface.
- 2.14 subject to paragraphs (g) and (i). any side boundary fence which adjoins another lot unless it is:-
- 2.14.1 not less than 1800mm in height and
- 2.14.2 constructed of materials known as colorbond, and is capped and painted or pre- coloured on both sides in a "Paperbark" colour.
- 2.15 subject to paragraph (i) any fence on any side boundary which faces on to a street unless it is:
- 2.15.1 not less than 1800mm in height;
- 2.15.2 constructed of materials known as colorbond, and is capped and painted or pre- coloured on both sides in a "Paperbark" colour;
- 2.15.3 constructed of brushwood, masonry or rendered masonry to match the house;
- 2.15.4 constructed of open style pool fence materials;
- 2.15.5 fences along the secondary street boundary shall be visually permeable above 1.2 metres for the length of 3 metres from the end of the truncation.
- 2.16 any fence (not being a side fence) which extends forward of the building set back line unless it was constructed by the Owner or is required by City of Armadale by-laws or is a part of a courtyard attached to the residence and in any event is:
- 2.16.1 not less than 1500 mm in height;
- 2.16.2 constructed of masonry or rendered masonry to match the residence;
- 2.16.3 constructed of open style pool fence materials.
- 2.17 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.
- 2.18 a letterbox which is not located adjacent to the driveway on the land, is not clearly numbered or does not match or complement the residence.
- 2.19 an air-conditioner or evaporative cooler, unless: -
- 2.19.1 contained wholly within the residence; or
- 2.19.2 it is located on a rear elevation and is installed below the ridge line of the roof and has a maximum protrusion above the ridge line of not more than 300mm; or
- 2.19.3 it is located on the rear half of a side elevation of the residence; or
- 2.19.2 contained within the roof space between the ceilings of the residence and the AND:
- 2.19.2.1 it is not located on the front elevation of the residence; and
- 2.19.2.2 it is of similar colour to the roof of the residence.
- 2.20 a solar hot water heater unless it is located on a side or rear elevation of the residence, fits the roof profile and is not elevated at an angle to toe roof profile and otherwise matches or complements the residence.
- 2.21 a clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view from the street at the front of the residence.
- 2.22 an outbuilding or shed of up to 15 square metres in floor area unless constructed of the same materials as the residence or of colorbond and it does not protrude more than 350mm above the fence line and is otherwise in compliance with the building requirements of City of Armadale.
- 2.23 any outbuilding or shed on any part of the land which abuts any Public Open Space.
3. Not to park or allow to be parked on the Lot or on the road or on any other land near to or next to the land, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres).
4. Erect or display or cause to be erected or displayed on the Lot any sign displaying advertising of any description whatsoever other than a sign erected by a builder on a residence erected on a Lot in accordance with the Building Act during the period of construction of such residence or a "FOR SALE sign which may be erected after completion of a residence on the Lot or after a period of two years from the date of completion of the purchase of the Lot by the Buyer(s).
5. Remove or cause damage to any street trees without the prior approval of the Local Authority.
6. Carry out any repairs to or restoration of any motor vehicle, boat, trailer, aircraft or any other vehicle unless screened from public view in accordance with Local Authority requirements.
7. Park or allow to be parked on the Property or on the road or on any other land near to or next to the Lot, any commercial vehicles (which has an aggregate weight greater than 3.5 tonnes) 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 Lot and are screened from public view and in accordance with Local Authority requirements.
8. Accumulate or permit to accumulate on the Property any rubbish, trash, garbage or other waste materials or keep or permit the same to be kept on the Property or any part thereof except in containers located in appropriate areas screened or concealed from view so that the containers are not visible from any street onto which the Property or any part thereof fronts.
9. Alter the level of the surface of the Lot by elevating the level by more than 300mm.

10. Breach or caused to be breached the Brookside Waters Estate Building Guidelines.
11. Permit street verges and garden areas in public view to remain unlandscaped after six months of practical completion of any residence on the Lot or in the case of a display home after completion of the residence.
12. The Buyer must not permit:
 - 12.1 newspaper, aluminium foil or similar materials to be used to cover windows within the residence;
 - 12.2 to be constructed any letterbox unless it is at the front of the property on the primary street;
 - 12.3 any real estate agents' 'for sale' signs to be erected on the lot until construction of the residence is completed, and
 - 12.4 any roller shutter to be fitted to any window or doorway visible from a public road reserve or open space unless it is a garage or carport door.
13. The above restrictive covenants shall expire and cease to have effect from 1 July 2028.
14. The Buyer must make its own enquiries as to the impact the restrictive covenants will have as imposed by the Seller and shall have satisfied themselves with the restrictive covenants prior to the Contract Date.
15. The Buyer acknowledges that the burden and benefit of the restrictive covenants in this document runs with the Property for the benefit of all the purchases of land within Brookside Waters Estate to which these restrictive covenants relate. This will exclude any land which is not residential and shall be enforceable against the buyer and every subsequent owner of the property.
16. The Buyer acknowledges that the restrictive covenants will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent.
17. The Buyer acknowledges that each restrictive covenant is separate from the other and therefore if any restrictive covenant becomes invalid or unenforceable then the remaining restrictive covenants will be valid and enforceable to the fullest extent permitted by law.