

**Annexure C**  
**Restrictive Covenant Lot 155-256,257,258 Albero**

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 has an area equal to or greater than 400 square metres, any dwelling other than a private, non-transportable dwelling house having a floor area of 150 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 include any areas comprised in any garages and storerooms but to exclude verandas, balconies, pergolas, alfresco areas and other out-buildings of any nature whatsoever;
    - (b) Where the Lot has an area less than 400 square metres, any dwelling other than a private, non-transportable dwelling house having a floor area of 90 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 include any areas comprised in any garages, alfresco areas and storerooms but to exclude verandas, balconies, pergolas and other out-buildings of any nature whatsoever;
    - (c) 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;
    - (d) 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;
    - (e) Any dwelling house without, at the same time providing an enclosed garage:
      - (i) for lots with frontage of 10.5 metres or more, for not less than two motor vehicles, parked side by side; and
      - (ii) for lots with a frontage of 8.5 metres (or less than 10.5 metres), for not less than one motor vehicle;
- and that:
- (iii) includes a garage door sufficient to completely screen the interior of the garage from the street;
  - (iv) 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;
  - (v) includes a driveway and cross-over constructed of brick paving, liquid limestone, exposed aggregate concrete, or polished concrete and extending to the road kerb in the same material;
- (f) 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;
  - (g) 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;
- (h) Any fence forward of the front building line of the dwelling or any fence to the front boundary facing the street;
- (i) 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;
- (j) 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;
- (k) Any free-standing structure (including a garden 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;
- (l) 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;
- (m) Any air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof; and
- (n) Any fence unless the fence is a powder coated steel fence the same or substantially similar to a "colorbond" fence in grey ridge colour.
- (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 behind a gate, or 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;
- (4) Not to conduct or permit to be conducted any repairs or restorations that take longer than 14 consecutive days to complete 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 local council.
- (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, damage or remove 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 thing that would breach the City of Kwinana's Local Law by parking, keeping or storing the thing 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 2022** 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.

