

Land Sales

Satterley Real Estate Restrictive

Covenants

Annexure B

This is the annexure marked "B" referred to in the offer and acceptance

dated the _____

day of _____ 20 _____

made between _____

as Purchaser of one part and Davidsun Pty Ltd and the Roman Catholic Archbishop of Perth as Vendor of the other part to purchase

LOT _____

1 The Purchaser acknowledges that the Vendor has agreed to sell the land to the Purchaser only on condition that the Purchaser enters into certain covenants relating to (he use of the land for the purpose of enhancing the amenity of all other land comprised in the Vendors subdivision. For the purposes of these Covenants the Vendor shall be referred to as the Transferor and the Purchaser shall be referred to as the Transferee. Some of the covenants agreed to be entered into by the Transferee and which shall be set out in the Transfer of Land instrument to be executed by (he Parties hereto pursuant to this contract are as follows:

the Transferee covenants with the Transferor:

(1.) *NOT* [a construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land"):

(a) More than one permanent non-transportable private residence ("a residence I:

(b) A residence with a total floor area of less than 180 square meters inclusive of external walls but exclusive of carports, garages, verandahs and other unenclosed areas. (2.) NOT to construct, erect or install or permit to be constructed, erected or installed on the land:

- (a) A residence or any alteration or addition to a residence:-
Using wall materials which are not either predominantly concrete, clay bricks or stone or other similar materials in facework or render;
Using roof materials which are not either clay, slate or concrete tiles or colourbond metal;

Having a roof pitch less than 20"

(111) A residence which does not contain a carport or garage

(b)) making provision for parking of at least two motor vehicles side by side.

A carport or garage, which, it not located under the main roof

(c) 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 (he construction.

(d) Any structure exceeding 4 meters x 4 meters in area and 2.1 meters in height which does not use the same materials used in the construction of the residence and does not complement the design and external appearance of the residence in respect of colour and quality of construction.

(e) Any shed or other outbuilding less than 4 meters x 4 meters in area and 2.1 meters in height which has walls and/or a roof made of or coated with zincalume or other reflective material or is located within a front setback area.

(t) A residence, unless a driveway and crossover between the road and parking area on the land and all fences are constructed and completed prior to the occupation of the residence.

(g) A driveway or crossover which is not constructed of brick paving or approved material.

(h) A residence, unless all ground areas which are visible from the street ("visible areas") are properly landscaped within 3 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed or planted.

(i) Subject to provisions 1(2)(j) and 1(2)(k) any fence which is not comprised of:-

- (i) Masonry; or
(ii) HardiFence which is capped and painted on both sides in wheat coloured paint with the capping to be painted with wheat coloured paint.

(j) If the land is a corner lot, any fence which is not comprised of masonry along any part of any boundary of the land which faces any street, road, park or reserve.

(k) Any fence forward of the building frontage set-back line which is less than 900mm in height and does not match or complement the residence or any fence which is greater than 900mm in height and does not match or complement the residence and comprise of masonry or an open-styled fence.

(l) A letter box which is not located adjacent to the driveway, is not clearly numbered or does not, match or complement the residence.

(m) An air conditioner or evaporative cooler, unless contained wholly within the residence or being of similar colour to the roof, or within the roof space between the ceilings of the residence, and the underside of the roof of the residence.

(n) A solar hot water heater, unless it fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.

(o) A clothes line or rain water tank except in accordance with the manufacturers instructions and which is not screened from public view.

(p) (While the Cable Television System provided by the *Initials*

Transferor is operative and available) a television and radio antenna and satellite dish unless contained wholly within the residence or within the roof space between the ceilings of the residence and to the underside of the roof of the residence.

(3) *NOT to* subdivide or attempt to further subdivide the land or any part thereof or to amalgamate or attempt to amalgamate the land or any part thereof with any other land.

(4) *NOT to* park or allow to be parked on the land or on the road or on any other land near or next to the land, any commercial vehicles including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery ("commercial vehicles" unless such commercial vehicles are housed or contained wholly within a carport or garage on the land or are screened from public view.

(5) That where retaining walls or fences have been erected on any or the boundaries of the land by the Transferor, *NOT to* alter or remove any of 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.

(6) That where 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 without written approval of the developers.

(7) Subject to this provision, *NOT to* erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever *PROVIDED THAT a FOR SALE SIGN* may be erected or displayed on the land as per development and building guidelines.

(8) *NOT to use* or open or allow to be used or opened, any residence erected on the land for display purposes without the prior written approval of the Transferor.

(9) Not to breach or allow to be breached the Beaumaris Estate Standard Lots Development and Building Guidelines which are attached to the contract and marked Annexure "A" (Development and Building Guidelines).

(10) That the covenants herein contained shall operate and be enforceable until 31st December 2010 when such covenants will cease to have any further effect.

(11) That the burden of the covenants hereinbefore contained shall run with the land for the benefit of every other lot on the plan or diagram of subdivision hereinbefore mentioned of which the Transferor is the registered proprietor. 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.

2 restrictive covenants are entered into for the benefit of all Transferee of lots on the relevant Plan or Diagram of Subdivision and are enforceable by all owners. Each Transferee must therefore comply with and observe the restrictive covenants. The Transferor 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 Plan or Diagram of Subdivision and further reserves the right to vary requirements at its absolute discretion.

3 The Transferee agrees that prior to commencement of any construction on the land, the Transferee shall submit plans and specifications to the Transferor or its Agents for approval. Approval shall automatically be given if such plans and specifications comply with the covenants hereinbefore contained.