



ST LEONARDS
PRIVATE ESTATE

⇒ PERFECTLY PLACED ⇐

St Leonards Estate Restrictive Covenants Stages 1J & 1K

The Buyer(s) acknowledges that the land is sold subject to and will be encumbered by restrictive covenants for the purpose of enhancing the amenity of all lots within the St Leonards development, including lots on the Plan of Subdivision of which the Land forms part.

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

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 Buyer(s) and every subsequent registered proprietor of the land, by the Seller and every subsequent registered proprietor of any other lot on the said plan or diagram or subdivision.

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 will not:

1. Commence any development on a Lot without first having the plans and specifications approved by St Leonards Estate Pty Ltd ("the Seller") and the City of Swan;
2. Construct, erect or install or permit to be constructed erected or installed on the Lot a residence which is not:
 - (a) a permanent non-transportable private residence ("a residence");
 - (b) a residence which does not incorporate at least two of the following features in its front elevation:
 - (i) a gable;
 - (ii) an arch with projecting masonry corbels;
 - (iii) a roof gable;
 - (iv) a feature blade wall or planter box;
 - (v) a portico projecting forward at least 1500mm from the front roof of the residence;
 - (vi) projecting sill courses to windows; or
 - (vii) a verandah or balcony with a minimum depth of 1500mm.
 - (c) a residence the front elevation of which does not occupy at least 80% of the width of the land.
 - (d) a garage which is not suitable for use by two cars or is not integrated in the design of the residence.
 - (e) a 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.
 - (f) a garage which does not have a floor constructed of concrete or brick paving.
 - (g) a garage which does not have an entry door for motor vehicles which opens and closes.
 - (h) a residence unless the driveway and crossover between the road and parking area on the Lot are completed at the same time as, or prior to, occupation of the residence.



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- (i) a residence or any alteration or addition to a residence:
 - (i) using wall materials which are not predominately concrete, clay brick, or other similar materials, finished in fair face or similarly coloured paint or render with or without feature elements such as corrugated iron, miniorb, weatherboard or stonework.
 - (ii) Using roof materials which are not metal deck, concrete or clay tiles, shingles, slate or colourbond metal.
- (j) a residence:
 - (i) which has a flat roof;
 - (ii) with a gabled or hipped roof having a pitch of less than 24 degrees except that part of the roof which covers a verandah;
 - (iii) with a curved roof, unless the curved roof has an equivalent height at its highest point, of no less than a roof which is straight and which has a pitch of no less than 8 degrees; or
 - (iv) with a single pitch skillion roof with a pitch less than 15 degrees.
- (k) a driveway which is not surfaced with brick paving, or is not surfaced with coloured textured concrete or coloured bitumen (other than for grey grano which is not permitted).
- (l) 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.
- (m) any boundary fence between adjoining lots or on a rear boundary which:
 - (i) is less than 1500mm high;
 - (ii) is not constructed of materials known as colourbond;
 - (iii) extends forward of the building frontage set back line; or
 - (iv) does not match or complement the residence.
- (n) any structure in the nature of a shed or outbuilding exceeding 30m² in area unless the structure is constructed of the same materials as the residence and otherwise matches or complements the residence in respect of materials used, the design and external appearance, including colour and the quality of construction.
- (o) any structure in the nature of a shed or outbuilding of 30m² or less than 30m² in area with walls and a roof, which do not match or complement the residence in respect of materials used, the design and external appearance, including colour and the quality of construction.
- (p) any shed or outbuilding which has walls and/or a roof made of or coated with zincalume or other reflective materials.
- (q) an air conditioner or evaporative cooler, unless:
 - (i) contained wholly within a residence erected on the Lot; or
 - (ii) screened from public view from the street at the front of a residence erected on the Lot, not protruding significantly above the ridge line of the roof and of similar colour to the roof; or
 - (iii) contained within the roof space between the ceilings of a residence erected on the Lot and the underside of the roof of the residence.



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- (r) a solar hot water heater, unless it is screened from public view, fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.
 - (s) a clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view.
 - (t) a residence, carport, garage or outbuilding unless the Seller has approved the plans and specification for the residence, carport, garage or outbuilding in accordance with the St Leonards Guidelines.
3. 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 Builders Registration 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).
 4. Remove or cause damage to any street trees without the prior approval of the City of Swan.
 5. 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 City of Swan requirements.
 6. Park or allow to be parked on the Lot 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 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 Lot and are screened from public view and in accordance with City of Swan requirements.
 7. Accumulate or permit to accumulate on the land any rubbish, trash, garbage or other waste materials or keep or permit the same to be kept on the land 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 land or any part thereof fronts.
 8. Where retaining walls or fences have been erected on any of the boundaries of the Lot by the Seller, alter or remove any of the retaining walls or fences, allow or permit the retaining walls or fences to fall into a state of disrepair, or repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences.
 9. Alter the level of the surface of the Lot by elevating the level by more than 300mm.
 10. Breach or cause to be breached the St Leonards Guidelines, a copy or summary of which have been supplied to the Buyer.