

## ST LEONARDS PRIVATE ESTATE - RESTRICTIVE COVENANTS - STAGE 1Q

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 St Leonards Private 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 or its nominated representative 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 a permanent non-transportable private residence ("a residence");
  - 2.2 (a) a residence which does not incorporate a front elevation comprising a minimum of 2 different wall materials or 2 different colour walls;
  - (b) subject to paragraph 2.2(a), using wall materials which are not predominantly:
    - (i) Rendered masonry
    - (ii) Clay face brick
    - (iii) Painted or rendered cement or concrete
    - (iv) Limestone
    - (v) Natural coloured concrete blockwork
    - (vi) Timber or weatherboard which has a stained or painted finish
    - (vii) Fibre Cement cladding
    - (viii) Metal Deck cladding
    - (ix) Custom orb or mini orb

- 2.7 a garage which does not have a floor constructed of concrete or brick paving;
- 2.8 a garage which does not have an entry door for motor vehicles which opens and closes;
- 2.9 incorporating the driveway and crossover between the road and parking area on the Lot and completed at the same time as the residence and prior to occupancy;
- 2.10 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; or
  - (ii) using roof materials which are not metal deck, concrete or clay tiles, shingles, slate or colorbond metal.
- 2.11 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;
- 2.12 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);
- 2.13 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;
- 2.14 any boundary fence between adjoining lots or on a rear boundary which:
- (i) is less than 1800mm high;
  - (ii) is not constructed of materials known as Colorbond or Stratco wavelok;
  - (iii) extends forward of the building frontage set back line; or
  - (iv) is not Stratco 'Grey Ridge'" in colour;
- 2.15 any fence forward of the building line unless it is constructed of brick, limestone or painted rendered masonry piers no higher than 1.2m in height and infilled with visually permeable panels or brick, limestone or painted rendered masonry to a maximum height of 1m;

- 2.24 a solar hot water heater or solar panels, 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;
- 2.25 a clothes line or rainwater tank except in accordance with the manufacturer's instructions and which is not screened from public view;
- 2.26 a residence, carport, garage or outbuilding unless the Seller or its nominated representative has approved the plans and specification for the residence, carport, garage or outbuilding
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) unless the for sale sign is erected by Progress Developments.
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 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 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.
8. Alter the level of the surface of the Lot by elevating the level by more than 100mm.
9. Permit street verges and garden areas in public view to remain un-landscaped after six months of practical completion of any House on the lot or in the case of a display home after completion of the House.
10. The buyer must not permit:
- 10.1 newspaper, aluminium foil or similar materials to be used to cover windows within the House;