

Annexure "A"

The Village South (Deposited Plan 403209)

Special Conditions

1. Restrictive Covenants

1.1 The Property is sold subject to the restrictive covenants set out below ("Restrictive Covenants") which will be registered against the Certificate of Title to the Property at or prior to Settlement:

"A. The registered proprietor covenants:

(a) not to construct, erect or install or permit to be constructed, erected or installed on the Land without the prior written approval of the Transferor or the Transferor's Agent:

(i) a dwelling with a front elevation that contains less than two different colours and two different wall materials;

(ii) a dwelling unless it includes a minimum of one integrated feature element (eg: portico, masonry gateway wall, pergola, balcony, blade wall in a feature colour or material, verandah or built in planter box) in any primary or secondary elevation visible to the public;

(iii) any dwelling having a roof pitch of less than 20 degrees or greater than 40 degrees, or a skillion roof pitch of less than 5 degrees, or any dwelling with a roof constructed of zincalume or any other significantly reflective material;

(iv) any dwelling without, at the same time providing an enclosed garage for not less than two motor vehicles parked side by side, which:

1. includes a garage door sufficient to completely screen the interior of the garage from the street or laneway;

2. is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance; and

3. includes a driveway and cross-over constructed of the same material being either brick paving or a poured limestone product to the road kerb;

(v) any street wall or front wall unless it is constructed of limestone (or a material substantially the same as the materials used to construct the dwelling) and does not exceed 1.2 metres in height measured from the natural ground level;

(vi) any retaining wall that faces a street frontage unless constructed of limestone blocks of substantially the same colour, texture, size and finish as those used in the surrounding area to the satisfaction of the Transferor or the Transferor's Agent;

(vii) any fence (other than an existing fence already erected on any boundary of the Land at the date of purchase by the registered proprietor) unless constructed of Pinelap, limestone or masonry (or some combination thereof) at a nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8 metres;

(viii) any fence forward of the front building line of a dwelling (save and except a return or dividing fence (side and rear) which is less than 1 metre in front of the building

- line) or any fence to the front boundary facing the street, unless an existing fence has been erected at the date of purchase by the registered proprietor;*
- (ix) *any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:*
- 1. is substantially hidden from public view from immediately adjacent streets and parks;*
 - 2. is not constructed of zincalume or any other significantly reflective material; and*
 - 3. has a wall height that does not project above the height of any surrounding boundary fence by more than 300mm;*
- (x) *any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:*
- 1. is substantially hidden from public view from immediately adjacent streets and parks;*
 - 2. is constructed with a pitched roof;*
 - 3. is not constructed of zincalume or any other significantly reflective material;*
 - 4. is of a similar colour to that of the housing materials; and*
 - 5. has a wall height that does not project above the height of any surrounding boundary fence by more than 600mm;*
- (xi) *any free-standing structure (including a garden shed) in excess of 36 square metres, unless such structure exactly matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;*
- (xii) *any structure attached to the dwelling, unless such structure matches the dwelling in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view; and*
- (xiii) *any dwelling unless the ground floor of the structure is constructed entirely on a solid concrete slab on compacted clean fill;*
- (b) *not to park or allow to be parked on the land or on the road reserve next to or adjacent to the land 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 land and are hidden from public view;*
- (c) *not to permit the construction or erection of a water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturer's instructions and which is hidden from public view from immediately adjacent streets and parks;*
- (d) *not to permit the construction or erection of an air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof of the dwelling;*
- (e) *not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the land unless first approved by the Transferor's Agent;*

- (f) *not to remove or damage or permit to die any tree provided to the Land or the road verge in front of or to the side of the Land, unless first approved by the Transferor's Agent.*
 - (g) *not to let the front landscaping fall into a state of disrepair or disorder;*
 - (h) *not to use any of the following materials:*
 - (i) *gravel (including blue metal), limestone rumble, pea gravel, crushed brick, gravel limestone mixes; or*
 - (ii) *any similar loose aggregate,**for any landscaping to any part of the Land which is visible from the street; and*
 - (i) *not to erect or display on the Land any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling constructed on the Land. Any sign or advertising material erected or displayed on the Land in breach of this covenant may be removed without notice by the Transferor's Agent.*
- B. 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 Land forms part until 31 December 2025 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 land comprised in the said Plan of Subdivision or any part or parts thereof.*
- C. In the restrictive covenants set out in paragraph A, the following words have the following meanings:*
- "Land" means the land herein transferred;*
- "Transferor" means the registered proprietor of the Land at the time of registration of these restrictive covenants on the certificate of title to the Land; and*
- "Transferor's Agent" means Mirvac (WA) Pty Ltd of Level 3, 502 Hay Street, Subiaco, Western Australia.*

1.2 The Buyer, for itself and its successors in title, covenants with the Seller to:

- (a) observe and perform the Restrictive Covenants; and
- (b) indemnify and will keep indemnified the Seller from and against all liability, claims, loss, damage, costs and expenses suffered or incurred by the Seller arising from or in connection with any breach or failure by the Buyer or the Buyer's successors in title to observe and comply with the Restrictive Covenants.

1.3 The Buyer agrees to only construct on the Property a single Dwelling or Dwellings in:

- (a) compliance with the Restrictive Covenants;
- (b) accordance with Building Plans to be approved by the Seller prior to the commencement of construction in accordance with clause 3; and
- (c) compliance with the Detailed Area Plan.

1.4 The Buyer also acknowledges and agrees that the Seller has a right to vary the Restrictive Covenants if necessary or required to do so by Landgate in order to enable the Restrictive Covenants to be registered against the certificate of title to the Property.