

## ANNEXURE "A"

This is the annexure marked "A" referred to in the Offer and Acceptance dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

made between \_\_\_\_\_ as Buyer of the one part and the State Housing Commission as Seller of the Other Part to purchase

Lot \_\_\_\_\_

### DALYELLUP BEACH RESTRICTIVE COVENANTS -TRADITIONAL

The Transferee covenants with the Transferor:

- (1) NOT to 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").
  - (b) A residence with a roof pitch of less than 25°, or in the case of a curved roof, a roof with an equivalent roof height at its highest point, of not less than a roof which is not curved and which has a pitch of not less than 25° at its highest point.
- (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:-
    - (i) subject to paragraph (2)(a)(ii), using wall materials which are not either predominantly concrete, clay bricks, stone rammed earth, rammed limestone, limestone or other similar material finished in facework or render;
    - (ii) using wall materials known as miniorb, weatherboard, timber or compressed board which comprise more than fifty per centum (50%) of any one elevation;
    - (iii) using roof materials which are not concrete or clay tiles, slate, colorbond metal or zincalume.
  - (b) A carport or 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.
  - (c) Any structure with walls and a roof exceeding 20 square metres in area or which exceeds two (2) metres in height, which has a flat roof or which does not match or complement the residence in respect of materials used, the design and external appearance, including colour and the quality of construction.
  - (d) Any structure with walls and a roof of less than 20 square metres in area or which is less than two (2) metres in height which is constructed of zincalume or other reflective materials or does not match or complement the residence in respect of materials used, the design and external appearance, including colour and the quality of construction.

- (e) A residence, unless a driveway and the crossover between the road and the parking area on the land are constructed and completed prior to occupation of the residence.
- (f) A driveway which is wider than 6 metres at the street boundary of the land, is less than 0.6 metres from any side boundary of the land, or which is not constructed of brick paving or decorative concrete or, where the nature of the land makes brick paving or decorative concrete paving impractical, bitumen.
- (g) Subject to paragraphs 2(h) and (i), any fence which is less than 1500 millimetres in height and is not capped and painted on both sides in a colour equivalent to "Wheat" and is constructed of super six fibro cement or HardiFence.
- (h) (If the land is a corner lot or a lot which adjoins public open space), any fence which adjoins the public open space or is constructed on the boundary of any secondary street frontage (being the street to which the front of the residence does not face) unless it is not less than 1500 millimetres in height and is constructed of brushwood.
- (i) Any fence which:-
  - (i) extends forward of the building frontage set back line;
  - (ii) is less than 1500 millimetres in height; or
  - (iii) does not match or complement the residence.
- (j) A letterbox which is not located adjacent to the driveway on the land, is not clearly numbered or does not match or complement the residence.
- (k) An air conditioner or evaporative cooler, unless:-
  - (i) contained wholly within the residence; or
  - (ii) screened from public view from the street at the front of the residence, and is installed below the ridge line of the roof and is of similar colour to the roof; or
  - (iii) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence.
- (l) A solar hot water heater, unless it is screened from public view from the street at the front of the residence, fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.
- (m) A clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view from the street at the front of the residence.
- (n) (While the Cable Television System provided by the 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 park or allow to be parked on the land or on the road or on any other land near to or next to the land, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres), caravans, trailers, boats or any other mobile machinery ("vehicles") unless the vehicles are housed or contained wholly within a carport or garage on the land or are otherwise screened from public view.
- (4) That where retaining walls or fences have been erected on any of 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.
- (5) That if 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 of the land by elevating the level by more than 300 millimetres.
- (6) NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence or a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land or after a period of two years from the date of registration of this Transfer of Land where a residence has not been completed and occupied.
- (7) NOT to breach or cause to be breached the **Dalyellup Beach Estate** Development Conditions and Building guidelines relating to the land a copy of which is attached hereto and mark Annexure "B".

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### Acknowledgement

The buyer/s hereby acknowledge:

- (a) that I/we have read and fully understand the restrictive covenant attached to this acknowledgement and that such restrictive covenant will be included in the transfer of the lot to be purchased by me/us in the Dalyellup Beach Estate subdivision and will encumber the title for such lot.
- (b) The restrictive covenants are entered into for the benefit of all buyers of residential lots on the relevant Plan or Diagram of Subdivision and are enforceable by all owners.
- (c) Each buyer must therefore comply with and observe the restrictive covenants. The Seller 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 and Diagram of Subdivision.
- (d) The restrictive covenants will expire on the day eight (8) years after the issue of the Certificates of Title for the lots.

Dated \_\_\_\_\_ 20\_\_\_\_\_

Signed \_\_\_\_\_ Signed \_\_\_\_\_

Witness \_\_\_\_\_ Witness \_\_\_\_\_

# ANNEXURE “B”

## DALYELLUP BEACH – Traditional Development Conditions & Building Guidelines

### INTRODUCTION

In order to ensure the attainment of a minimum standard and to encourage home design excellence at Dalyellup Beach, these guidelines set out the minimum standards and conditions under which residential development within the estate will normally be approved.

### BUILDING PLAN APPROVAL

Two full sets of plans and specifications must be submitted to the Dalyellup Estate Project Managers – (Satterley Property Group, 18 Bowman Street, South Perth) prior to the plans being submitted to the Shire of Capel under the normal building approval procedure.

The Project Managers will peruse such plans for compliance with the Restrictive Covenants and Development and Building Guidelines and if considered to comply will return an approved set of plans to the applicant.

### DEVELOPMENT

NO development is to be commenced on any lot without the plans and specifications having been approved in writing as set out above.

### CARPORTS/GARAGES

All dwellings constructed must incorporate double, side by side carports or garages, comprised of the same materials as the residence.

### MATERIALS:

- Walls:** All external walls must be constructed, with concrete, clay bricks, limestone or similar material finished in face brickwork or render, however, minor, weatherboard, timber or similar materials may comprise up to 50% of an elevation.
- Roofing:** Clay or concrete tiles, and zincalume or colourbond metal roofing are acceptable. A minimum 25° pitch is to be used on all dwellings, garages and carports.
- Driveways:** Each dwelling is to be provided with a driveway and crossover to be completed at the same time as the residence and before occupation. Maximum width of crossover shall be 6 metres. All driveways and crossovers must comprise brick paving or decorative concrete paving or, where the nature of the land makes brick or decorative concrete paving impractical, bitumen may be used.

### SETBACKS

In compliance with Shire of Capel requirements.

### FENCING

All side and rear boundary fencing must be fully installed on completion of construction of the dwelling prior to completion.

No fencing is permitted forward of the building line.

Fencing to boundaries where provided by the developer is not to be altered in any way. In the event of damage the lot owner shall repair in the same style and colour as provided. In the event of failure by the lot owner to repair the developer may do so and reclaim the cost from the lot owner.

All boundary fencing shall consist of HardiFence painted “Wheat” colour on both sides and capped.

The Vendor is responsible for the installation of all boundary fencing

Secondary street or other public space fencing is to comprise of brushwood.

### OUTBUILDINGS

Outbuildings greater than 20 square metres or 2 metres in height must be built of materials to match the residence. Outbuildings less than 20 square metres and 2 metres in height must be built of materials to match the residence or of non-reflective materials.

**SITE LEVELS**

The general level of the site may not be altered. On all lots the finished level must not be raised by more than 0.3 metres.

Any limestone retaining or other walls may NOT BE ALTERED IN ANY WAY.

**AIR CONDITIONING OR COOLING UNIT/SOLAR HOT WATER UNITS**

Air conditioning or cooling units must be of a similar colour to the roof. Solar hot water units must be integrated with and match the roof profile and pitch of the dwelling.

**LANDSCAPING**

All garden areas within public view to be completely landscaped within six months of occupation of the dwelling. The Vendor is responsible for installation of landscaping and reticulation to the front garden.

**FAUNA**

To assist in the conservation of native fauna in the unique Dalyellup environment it is recommended that the owners of cats either keep these pets within the dwellings at all times or place a small bell on the cat's collar to thwart the cat's predatory instinct.

**STREET TREES**

The Vendor will provide a street tree to enhance the streetscape of the suburb. These trees are not to be removed.

**SIGNS**

Excepting for the Vendor signage NO advertising or business signage shall be placed on the property or in the front window or on the walls of the dwelling except for a sign erected by a builder during the course of construction, or real estate signage which can be erected after completion of a residence or after two (2) years from the date of settlement of the purchaser where the land is still vacant.

**WASHING LINES/RUBBISH BINS**

All washing lines and rubbish bins should be screened from the street and public places.

**DISPLAY HOMES**

The completed residence shall not be used for display purposes unless designated on the structure plan approved by Shire of Capel.

**COMMERCIAL VEHICLES/BOATS ETC**

All commercial vehicles including caravans, boats, etc shall not be parked or stored on a property unless contained within a garage or screened from public view.

**AMALGAMATION/RE-SUBDIVISION**

Subdivision of the land or amalgamation of lots is not permitted.

**TELECOMMUNICATION AERIALS, ANTENNAS & DISHES**

The TV system has been installed by and is owned by the developers. It is not considered necessary to erect outside TV antennae or satellite dishes which are prohibited under the restrictive covenants. The free to air stations can be accessed free of costs after payment of an initial connection fee, however, the system is designed to accommodate future pay TV etc. Provision of these services will depend upon availability and may require a fee to be paid in the normal manner. The developers intend with this innovation to be able to provide all the benefits of pay TV while avoiding unsightly outside satellite dishes and aerials.

Please note that connection to the cable TV reticulation must be done by a **licensed contractor** approved by the Dalyellup Beach Project Managers (which consent will not be unreasonably withheld).

The developers will endeavour to ensure that the TV system is developed and continued but makes no warranty or promise concerning its continued operation.

**COVENANT**

The preceding building guidelines shall be for the benefit of every other lot in the plan of subdivision referred to herein and the burden of the proceeding guidelines shall be attached to the property.