

BLANK INSTRUMENT FORM

**RESTRICTIVE COVENANT SECTION 136D TLA
ENCLAVE CAMILLO**

(Note 1)

THIS DEED is made on the day of 20

BY: PROGRESS INVESTMENTS (WA) NO 1 PTY LTD (ACN 629 795 884) of Unit 5, 47 Cedric Street, Stirling in the State of Western Australia ("the Burdened Owner")

1. RECITALS

- 1.1 The Burdened Owner is registered as the proprietor of the Land subject to the Encumbrances.
- 1.2 The Burdened Owner is desirous of subdividing the Land by the registration of the Deposited Plan so that the Benefited Land and the Burdened Land are separate lots.
- 1.3 The Burdened Owner, pursuant to Section 136D of the *Transfer of Land Act 1893*, as amended, enters into the Covenants for the benefit of the Benefited Land upon the terms herein.

THIS DEED WITNESSES:

2. DEFINITIONS

2.1 In this Deed:

"Benefited Land" means all the lots created when the Land is subdivided in accordance with the Deposited Plan other than the Excluded Lots;

"Benefited Owner" means Progress Investments (WA) No 1 Pty Ltd and its respective successors in title of the Benefited Land and all persons deriving title from them;

"Burdened Owner" means Progress Investments (WA) No 1 Pty Ltd and its respective successors in title of the Burdened Land and all persons deriving title from them;

"Burdened Land" means all Lots on the Deposited Plan other than the Excluded Lots;

"Covenants" means the covenants granted by the Burdened Owner out of the Burdened Land for the benefit of the Benefited Land details of which are set out in clause 3 of this Deed;

"Deposited Plan" means Deposited Plan

"Encumbrances" means the encumbrances described in the Schedule to this Deed;

"Excluded Lots" means Lot 827 on the Deposited Plan;

“**Land**” means Lot 27 on Plan 2706, the whole of the land in Certificate of Title Volume 1008 Folio 712;

“**Lot**” means a lot on the Deposited Plan;

“**residence**” means a single or multiple residential dwelling.

3. COVENANTS

3.1 The Burdened Owner, pursuant to Section 136D of the *Transfer of Land Act 1893*, as amended, covenants for itself, as the person registered as the proprietor of an estate in fee simple in the Burdened Land, that the Burdened Owner will not:

3.1.1 Commence any development on a Burdened Lot without first having the plans and specifications approved by Progress Investments (WA) No 1 Pty Ltd and the City of Armadale.

3.1.2 Construct, erect or install or permit to be constructed, erected or installed on the Burdened Lot a residence which is not:

- (a) a permanent non-transportable private residence;
- (b) a residence which does not incorporate a front elevation comprising a minimum of 2 different wall materials or 2 different colour walls;
- (c) subject to paragraph 3.1.2(b), 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; and
 - (x) Reverse brick veneer or composite materials (including a mixture of fibre cement productions);
- (d) a residence which does not incorporate at least two of the following features in its front elevation:
 - (i) feature sills to windows;
 - (ii) a blade wall;
 - (iii) a feature wall in contrasting material or colour;
 - (iv) feature windows such as vertically and horizontally stacked highlight windows and/or awning windows;
 - (v) a raised portico greater than 36 brick courses;

- (vi) Porch with T bar lintels, projected brickwork and feature corner windows minimum depth of 1500mm and width of 1500mm; or
- (vii) Portico with a minimum depth of 1500mm and width of 1500mm;
- (e) a residence the front elevation of which does not occupy at least 80% of the width of the lot;
- (f) a garage which is not suitable for use by two cars or is not integrated in the design of the residence;
- (g) 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;
- (h) a garage which does not have a floor constructed of concrete or brick paving;
- (i) a garage which does not have an entry door for motor vehicles which opens and closes;
- (j) 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;
- (k) 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.
- (l) 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;
- (m) 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);
- (n) 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;
- (o) 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 wavelock;

- (iii) extends forward of the building frontage set back line; or
- (iv) is not Stratco "Grey Ridge" in colour;
- (p) 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 either visually permeable panels, brick, limestone or painted rendered masonry to a maximum height of 1m;
- (q) any fence abutting a laneway or a secondary street unless it is not forward of the building line and is constructed to a maximum height of:
 - (i) 1.8 metres of visually permeable fencing;
 - (ii) 1.8 metres with the lower 1.5 metres being constructed of either brick, limestone, painted rendered masonry of Colorbond with the top 0.3, being visually permeable;
- (r) any side or rear boundary fence or gate unless it is constructed of a complementary material to the fence or residence;
- (s) any retaining walls within public view unless they are constructed of the same materials to match other visible retaining walls constructed by Progress Investments (WA) No 1 Pty Ltd in Enclave Camillo;
- (t) where retaining walls or fences have been erected on any of the boundaries of the Lot by Progress Investments (WA) No 1 Pty Ltd, alter to remove any of the retaining walls or fences (unless additional blocks are required for the purpose of retaining), 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.
- (u) 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;
- (v) any structure in the nature of a shed or outbuilding of 30m² or less than 30m² in area and 2 metres high or less 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;
- (w) any shed or outbuilding which has walls and/or a roof made of or coated with zincalume or other reflective materials;
- (x) 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;
- (y) 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;
- (z) a clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view;

(a1) a residence, carport, garage or outbuilding unless Progress Investments (WA) No 1 Pty Ltd has approved the plans and specification for the residence, carport, garage or outbuilding.

3.1.3 Erect or display or cause to be erected or displayed on the Burdened Lot any sign displaying advertising of any description whatsoever other than a sign erected by a builder on a residence erected on a Burdened Lot in accordance with the *Build Services (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 Burdened Lot or after a period of two years from the date of completion of the purchase of the Burdened Lot by the Burdened Owner(s) unless the "For Sale" sign is erected by Progress Developments.

3.1.4 Remove or cause damage to any street trees without the prior approval of the City of Armadale.

3.1.5 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 Armadale requirements.

3.1.6 Park or allow to be parked on the Burdened Lot or on the road or on any other land near to or next to the Burdened 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 garage on the Burdened Lot and are screened from public view and in accordance with City of Armadale requirements.

3.1.7 Accumulate or permit to accumulate on the Burdened Lot any rubbish, trash, garbage or other waste materials or keep or permit the same to be kept on the Burdened Lot 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 Burdened Lot or any part thereof fronts.

3.1.8 Alter the finished level of the surface of the Burdened Lot by elevating the level by more than 100mm.

3.1.9 Permit street verges and garden areas in public view to remain unlandscaped after six months of practical completion of any residence on the Lot or in the case of a display home after completion of the residence.

3.1.10 Not permit:

- (a) newspaper, aluminium foil or similar materials to be used to cover windows within the residence;
- (b) to be constructed any letterbox unless it is at the front of the property on the primary street, is clearly numbered and matched and complements the residence;
- (c) any real estate agents "For Sale" signs to be erected on the Lot until construction of the residence is completed unless it is a Progress Developments "For Sale" sign; and
- (d) any roller shutter to be fitter to any window or doorway visible from a public road reserve or open space unless it is a garage door.

3.2 This restrictive covenant will expire on the 1st October 2025.

4. BURDENED OF COVENANT

The Burdened Land is burdened by the Covenants.

5. BENEFIT OF COVENANT

The Benefited Land is benefited by the Covenants.

SCHEDULE

ENCUMBRANCES

Nil

EXECUTED as a deed.

EXECUTED by **PROGRESS INVESTMENTS**)
(WA) NO 1 PTY LTD (ACN 629 795 884))
pursuant to section 127 of the)
Corporations Act 2001:)

Director
Sole Director and Sole Secretary

Director/Secretary *

Full Name (Please Print)
* Delete if inapplicable

Full Name (Please Print)