

1. The registered proprietor for the time being of each lot ("Lot") will not:
  - (1) Construct, erect or install or permit to be constructed erected or installed on the Lot:
    - (a) more than one permanent non-transportable private residence ("residence");
    - (b) a residence or any alteration or addition to a residence with a roof using roofing materials which are not concrete or clay tiles, slate, or colorbond metal; and for the purposes of clarification zincalume is not permitted;
    - (c) a residence or any alteration or addition to a residence using wall materials which are not either predominantly concrete, clay bricks, stone rammed earth, rammed limestone, limestone or other similar material finish in facework or cement render;
    - (d) a carport or garage, which is not located under the main roof of the residence other than a carport or garage:
      - (i) which is suitable for use by two cars;
      - (ii) which is made of the same materials as the residence; and
      - (iii) which matches 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; for the purposes of clarity a car port is not permitted;
    - (e) a residence having a floor area, inclusive of all floors measured to the enclosing walls of the residence and excluding garages, verandahs, eaves, outbuildings, patios and open alfresco areas which is less than one hundred and twenty square metres (120m<sup>2</sup>) in area;
    - (f) any structure with walls and a roof exceeding fifteen square metres (15m<sup>2</sup>) in area or which exceeds three metres (3m) 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;
    - (g) a residence, unless a driveway and the crossover between the road and the parking area on the Lot are constructed and completed prior to occupation of the residence;
    - (h) a residence, unless a driveway and crossover are constructed not less than two point five metres (2.5m) in width and constructed of clay brick paving, concrete or liquid limestone;
    - (i) a boundary fence between adjoining allotments that is in a material that is not "Riversand" coloured colorbond steel with matching capping;
    - (j) any fence:
      - (i) that extends forward of the building line of the Lot;
      - (ii) between the residence and the side boundary that is visible from the street unless it is constructed from the same materials as the residence and matches the appearance of the residence;
    - (k) allow any fencing to remain unfinished for longer than twenty one (21) days from either the builder's handover of the residence or the occupation of the residence, whichever occurs first;
    - (l) an air conditioner or evaporative cooler, unless:
      - (i) contained wholly within a residence erected on the Lot; or
      - (ii) located on a part of the roof of a residence not facing the street and 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 painted a similar colour to the roof and not mounted on the front elevation of the house or 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 such residence;
    - (m) a solar hot water heater, unless it is located on a part of a residence not facing the street and screened from public view from the street at the front of a residence erected on the Lot, fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements such residence.
  - (2) Use the residence constructed on the Lot for any purpose other than a single residence.
  - (3) Park commercial vehicles including but not limited to trucks, buses and tractors on the Lot, or on a verge abutting a Lot unless screened from public view at all times; or unless parked during the normal course of business by a visiting trades person.
  - (4) Carry out or permit the carrying out on the Lot of any repairs, maintenance or restorations of any motor vehicle, motor cycle, boat, trailer or other vehicle unless carried out behind the building line of the Lot and screened from public view at all times.
  - (5) Erect or display or cause to be erected or displayed on the Lot any sign hoarding or advertising of any description whatsoever other than a sign erected by a builder of a residence erected on the Lot in accordance with the *Building Service (Registration) Act 2011 (WA)* during the period of construction of the residence or a "For Sale" sign which may be erected after a period of two (2) years from the date of issuing of the certificate of title for the Lot.
  - (6) Breach or cause to be breached the Amelia Rise Estate Guidelines relating to the Lot a copy of which is attached marked Annexure "RC1" to the Restrictive Covenants.

INITIAL HERE

Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_

- (7) Where retaining walls or fences have been erected on any of the boundaries of the Lot by Foretell Investments Pty Ltd:
- (a) not alter or remove any of the retaining walls or fences, nor allow or permit the retaining walls or fences to fall into a state of disrepair, nor repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences;
  - (b) not alter the level of the surface of the Lot by elevating or lowering the level by more than three hundred millimetres (300mm).
- (8) Allow the front yard and verge abutting the Lot to become overgrown or invaded by weeds or to allow any trees planted on the verge adjoining the Lot to fall into a state of disrepair or damage.
- (9) Accumulate or permit to accumulate any rubbish or other waste material on any part of the Lot except in an appropriate waste container located in an appropriate area which is screened or concealed from view so as not to be visible from any street on to which the Lot fronts.
2. These restrictive covenants enure for the benefit of and run at law and in equity with every allotment on the plan of subdivision of which the Lot forms part until 30 December 2030 to the intent that the covenants 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 lots comprised in the plan of subdivision or any part or parts.
3. The Buyer, for itself and its successors in title, covenants with the Seller to:
- (a) observe and perform the Restrictive Covenants; and
  - (b) indemnify the Seller from and against any breach or failure to observe and perform the Restrictive Covenants.

INITIAL HERE

Buyer X \_\_\_\_\_ Buyer X \_\_\_\_\_