



**Annexure B - Restrictive Covenants  
Sunrise at Wellard Stage 6B and 7**

**Lot Sunrise at Wellard, WELLARD**

The Transferee acknowledges that the Property will be subject to the Restrictive Covenants and the Restrictive Covenants will be registered as an encumbrance on the title to the Property in favour of other lots in Sunrise at Wellard. The Transferee covenants and agrees with the Transferor that the Transferee will not

- a. construct a dwelling that does not contain a habitable room overlooking the primary street frontage or public open space incorporating at least one window within the primary façade being not less than 12 c/1.2 m wide by either using single or multiple windows.
- b. construct a dwelling that does not contain one of the following front elevation features on the primary street elevation to provide visual interest and promote variety on the built form articulation:
  - (i) a portico with separate posts, pillars or piers;
  - (ii) a balcony with separate posts, pillars or piers; and
  - (iii) a verandah, 2.8 m wide with separate posts, pillars or piers.
- c. construct a dwelling that does not contain at least one of the following design elements on the primary street elevation:
  - (i) a secondary feature colour or building surface material such as render, brick, stone/timber cladding or weatherboard;
  - (ii) a roof feature such as a gable or gablet;
  - (iii) a projecting blade or parapet wall in a feature material or colour (with a minimum projection of 300mm above the eaves) and where a parapet wall is proposed the gutter to be concealed
  - (iv) projecting corbel (with a minimum projection of 40mm); and
  - (v) built in planter box.
- d. construct a dwelling using overly bright or primary colours on secondary street elevation.
- e. construct a dwelling on a corner lot that has any blank walls visible from public areas or streets.
- f. construct a dwelling on a lot less than 13 m, wide unless the following is complied with:
  - (i) the front elevation must incorporate a habitable room with at least one window overlooking the primary street elevation or the Public Reserve;
  - (ii) at least one of the design features mentioned in paragraph (b) or (c) above being located forward of the garage (excluding laneway access homes); and
  - (iii) no two identical dwellings are to be constructed adjacent each other although the use of complementary materials and colours are permitted but there must be identifiable differences in the primary and second elevations.
- g. construct a traditional hipped and gabled roof of the dwelling with a pitch less than 24 degrees;
- h. construct a Skillion roof with a pitch less than 10 degrees nor greater than 15 degrees;
- i. construct any flat roofs visible to public view (from primary/secondary street or from any Public Reserve);
- j. construct any curved roofs or roofs with black, variations of black, reflective colours or zincalume at the absolute discretion of the developer;
- k. construct garages or carports unless the materials, design features and colours are consistent with the main dwelling and comply with the following requirements:
  - (i) garages must be located a minimum of 1 metre behind the main building line;
  - (ii) prior to occupation all garages must have a door;
  - (iii) a double garage/carport adequate for at least 2 motor vehicles side by side is required on lots 13 m or more wide;
  - (iv) the maximum size of a garage or carport is for 2 motor vehicles side by side;

- (v) lots less than 13 m wide are permitted to have a single garage or carport; and
  - (vi) no commercial vehicles are to be stored or parked external to garages or carports.
- l. occupy the lot unless all driveways and crossovers have been constructed and comprising brick or concrete pavers, or stencilled or stamped concrete finishes or poured aggregate and not being more than 6m wide at the street boundary of the lot;
  - m. erect fencing on the primary street frontage unless completed in accordance with Front Fencing;
  - n. erect fencing within 4m from the corner truncation (setback) unless completed in accordance with Front Fencing;
  - o. erect fencing on the secondary street frontage:
    - (i) unless setback 4m from the corner truncation; and
    - (ii) unless constructed in accordance with Feature Fencing.
  - p. erect fencing on all side and rear portions of a lot unless constructed in materials and colours consistent with fencing erected by the Transferor or to be colorbond in a compatible colour and with a height of 1.8m unless the fencing requirements are varied by a Detailed Area Plan or as varied by the Design Guidelines for Acoustic Management.
  - q. modify, replace, remove or damage in any way any fencing or retaining walls supplied by the Owner including the entry statement unless with the prior written consent of the Owner;
  - r. construct any retaining walls visible from a street or a public open space unless constructed of materials matching those provided by the Transferor.
  - s. construct any outbuildings and storage areas unless concealed from any street or public reserve, must not protrude more than 300mm above any fence line.
  - t. construct any outbuildings unless building approval has been obtained from the Owner and the City of Kwinana prior to the commencement of any such works.
  - u. construct clothes drying areas, bin storage areas, water storage tanks, hot water systems and air-conditioners unless hidden from the primary/secondary street elevations or from public view;
  - v. construct or allow roof mounted services including (but not limited to) television aerials, satellite dishes, water tanks, hot water services and air-conditioning units visible from the primary/secondary street elevations or from public view however, solar panels or collectors can be orientated to maximise their effectiveness for secondary street elevations only;
  - w. construct a dwelling unless it addresses the nominated street and/or public open space in terms of main entry, major openings, articulation, materials and detailing as provided in the Estate Guidelines supplied by the Transferor ("Estate Guidelines") including (but not limited to) unless:
    - (i) varied by a Detailed Area Plan; or
    - (ii) the dwelling is on a corner lot in which case the primary elevation will be indicated on the estate sales plan for that stage.
  - x. construct a dwelling or any other improvement on the lot that does not comply with the Estate Guidelines and covenants.
  - y. construct a dwelling or any other improvements on the lot unless such improvements comply with any applicable Detailed Area Plan, Design Guidelines for Acoustic Management and Bush Fire Attack Level Ratings. Further advice on the Design Guidelines for Acoustic Management and any Bush Fire Attack Level Ratings can be obtained from the City of Kwinana.

## **Definitions**

For the purposes of these covenants the following terms shall have the meanings described below:

**Carport** means an open, self supporting structure or a structure under the main roof supported by posts, pillars or piers inclusive of a door.

**Corner Lots** means a corner lot defined as being located at the junction of 2 streets or at the junction of a street and public reserve.

**Detailed Area Plan** means design guidelines that are specific to individual lots for the purpose of varying the specific provisions under the Residential Design Codes of Western Australia commonly known as the R-Codes.

**Feature Fencing** means fences that are 1800mm high colorbond made up/comprising of 1500mm solid colorbond with 300mm permeable horizontal batons.

**Front Fencing** means these fences are to be 1200mm high, comprising a solid masonry wall and a maximum of 600mm with masonry piers and permeable infill.

**Gable** means a triangular top section of a wall on a building with a pitched roof. Gables may be in the same material as the wall or include a secondary material such as timber or weatherboard cladding.

**Gablet** means a triangular top section (small gable) at the top of a hip roof.

**Habitable Room** means and Includes all living rooms and bedrooms, but not kitchens, bathrooms, toilets or circulation space.

**Main or Front Building Line** means the main or front building line measured from the front most habitable room on the primary street elevation and not the projection of a feature.

**Portico** means an entry feature that is supported by posts, pillars or piers.

**Primary Street** means that street which the front elevation of the dwelling will face and which includes the main entry to the dwelling.

**Projecting Blade Wall** means a wall which projects forward of adjacent walls, is perpendicular to the façade and usually extends past the gutter line.

**Public Reserve** means any parkland, bushland or wetland area designated as public open space.

**Secondary Street** means the road which intersects or adjoins the primary street which the main entry to the dwelling does not face.

**Verandah** means a shading structure which may have its own separate roof and must be supported by posts/pillars.

The assessment of the Transferee's design in accordance with the Estate Guidelines is at the absolute discretion of the Transferor.

The burden of the covenants set out above shall run with the Property for the benefit of every other lot on the plan or diagram of subdivision of which the Property forms part other than the Property hereby transferred mentioned above and the covenants shall be enforceable against the Transferee and every subsequent registered proprietor of the Property by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of sub-diagram provided that nothing contained in the above restrictive covenants means or implies that the Transferor is obliged to take any action to enforce the same against any party at the request of the Transferee.

The provisions of the restrictive covenants contained in this transfer shall cease to have any force or effect ten (10) years after the date of issuing of the Certificates of Title to the Lots (**Expiry Date**).

Transferee \_\_\_\_\_

Transferee \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

For **Armana Holdings Pty Ltd** as the Transferor.

Transferor \_\_\_\_\_

Witness \_\_\_\_\_