

Restrictive Covenants



1. Development approval

The Buyer must not develop the Property otherwise than in accordance with any approval issued by the City of Armadale, Western Australian Planning Commission or any Authority including the LDP.

2. Dwelling

The Buyer must not construct or permit to be constructed on the Property any Dwelling unless the Dwelling:

- (a) incorporates strong architectural character with colours and materials that create visual interest, especially to the front façade;
- (b) includes a clearly defined main entry;
- (c) provides façade articulation and a feature element that avoids long, flat, unbroken wall sections; and
- (d) is constructed in accordance with the Wungong Urban Water Project Area Design Guidelines and is guided by the Armadale Redevelopment Scheme No.2.

3. Roofs

The Buyer must not construct or permit to be constructed on the Property any roof (excluding garages and parapet roofs) unless the roof has eaves that overhang by a minimum of 0.35 metres (excluding fascia and gutter) to primary, and where applicable, secondary street facades.

4. Outbuildings

The Buyer must not construct any enclosed non-habitable structures that are visible from Eighth Road, Wollaston Avenue or public view unless attached to the Dwelling and constructed of the same materials as the Dwelling.

5. Vehicle access, parking and driveways

- (a) The Buyer must not occupy the Property prior to completion of the driveway and crossover.
- (b) The Buyer must not construct or permit to be constructed on the Property:
 - i any driveway or crossover which is not constructed of durable, high quality materials such as segmented pavers or decorative or textured concrete finishes;
 - ii any driveway which is wider than 6 metres at the street boundary of the Property; and
 - iii any driveway that is not setback at least 0.6 metres from each side boundary of the Property.
- (c) The Buyer must not access Eighth Road or Wollaston Court from the Property.

6. External presentation and signage

The Buyer must not construct, erect or permit to be constructed or erected on the Property:

- (a) any letterbox that does not clearly identify the house number and is not constructed in materials and colours that complement the Dwelling; and
- (b) any 'for sale' sign (except for a display home) until 2 years from occupation of the Dwelling.

7. Fencing, walls and ground levels

- (a) The Buyer must not construct or permit to be constructed on the Property any front fence or fence located in front of any Dwelling unless the fence is less than 1.8 metres in height, at least 50% visually permeable above 0.9 metres high and predominantly constructed from materials consistent with or complementary to the dwelling façade and primary street elevation's finishes.
- (b) The Buyer must not erect or permit to be erected any boundary fencing unless it is constructed of woodland grey colourbond or other masonry finishes consistent with the style of the Dwelling.
- (c) The Buyer must not take or permit any action to be taken that causes the removal or alteration of any wall or fence constructed by the Seller on or about any of the boundaries of the Property.
- (d) The Buyer must not fail to maintain any wall or fence on the Property in a safe and serviceable condition.
- (e) The Buyer must not alter the surface level of the Property.
- (f) The Buyer must not occupy the Property prior to completion of the fencing.

8. Visibility of clothes drying areas and equipment

The Buyer must not permit any clothes drying area or ground-mounted services (including heating and cooling units, pool equipment and rainwater tanks) to be able to be viewed to the public and limit roof-mounted equipment (except solar panels and related equipment) from public view.

9. Landscaping

The Buyer must not fail to complete the landscaping of all garden areas (including those areas adjoining road reserves) within public view:

- (a) within 3 months from occupation of the Dwelling if the Dwelling is not a display home; and
- (b) by the time the Dwelling is constructed, if the Dwelling is a display home.

10. Vehicle repairs

The Buyer must not carry out or permit to be carried out on the Property any repairs, dismantling or maintenance of any vehicles including trailers or boats unless screened from public view at all times.

11. Stormwater and drainage

The Buyer must not:

- (a) construct or permit to be constructed on the Property any storm water drainage soakwell in a location other than in front of the building line of the building constructed or to be constructed upon the Property;
- (b) construct or permit to be constructed on the Property any drainage system that does not use concrete soakwells and otherwise comply with the requirements detailed in the stormwater detail annexure attached to this document; and
- (c) permit any stormwater or other water generated on the Property to be discharged beyond the Property boundaries except through the approved drainage system.

12. Submission of plans for approval

The Buyer must not develop the Property without the full plans and specifications (including finishes schedules) for that development having been approved by the Seller and any condition of that approval being complied with. Submissions can be sent to info@haynesparkestate.com.au.

13. Planning scheme

The Restrictive Covenants only apply to the extent that they are not inconsistent with any applicable planning scheme (including any local development plan or detailed area plan), planning policy or the requirements of any Authority.

14. Buyer's acknowledgment

- (a) The Buyer must make its own enquiries about the impact of the Restrictive Covenant imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the Restrictive Covenants prior to the Contract Date.
- (b) The Buyer acknowledges that the burden of the Restrictive Covenants shall run with the Property for the benefit each of the other Lots. The Restrictive Covenants shall be enforceable against the registered proprietor of a Lot by the owner of that Lot and every subsequent registered proprietor of each other Lot.
- (c) The Buyer acknowledges that each Restrictive Covenant operates independently of the others so if any Restrictive Covenant becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected.
- (d) The Buyer acknowledges that the Seller's legal representatives will comply with any requisitions issued by the Registrar of Titles in registering these Restrictive Covenants on the titles to the Lots (including any minor alterations which may be necessary to effect registration of the Restrictive Covenants) and the Buyer authorises the Seller's legal representatives to do so.

15. Time limit

These Restrictive Covenants are limited in term and will operate and be enforceable until 5 years from the issue of the certificate of title to the Property.

16. Definitions

In this document the following words and expressions shall have the following meanings:

Authority means any federal, state or local government or statutory authority, corporation or similar entity.

Dwelling means permanent non-transportable residential dwelling.

LDP means:

- (a) with respect to the Stage 1 Lots, the Local Development Plan for Lots 16 & 22 Wollaston Avenue, Haynes dated 26 November 2025 and includes all amendments to that plan; and
- (b) with respect to the Stage 5 Lots, the Local Development Plan for Lots 48 & 49 Eighth Road, Haynes dated 30 August 2023 and includes all amendments to that plan.

Lot means:

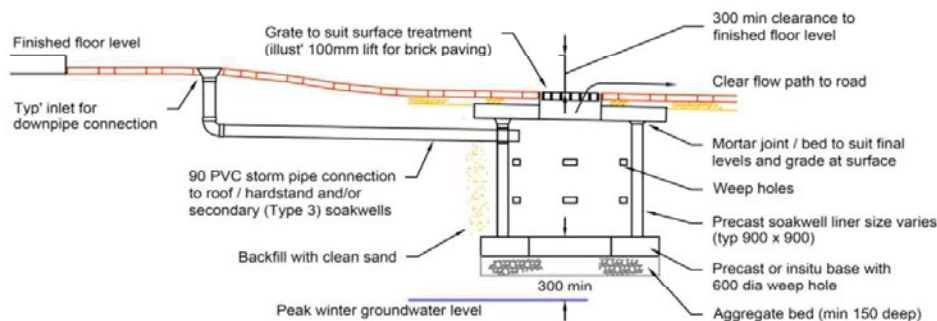
- (a) lots 282–347 (inclusive) on Deposited Plan 431191 (**Stage 1 Lots**); and
- (b) lots 351 – 355 (inclusive) on Deposited Plan 431192 (**Stage 5 Lots**).

Restrictive Covenants means each of the restrictive covenants set out in this document.

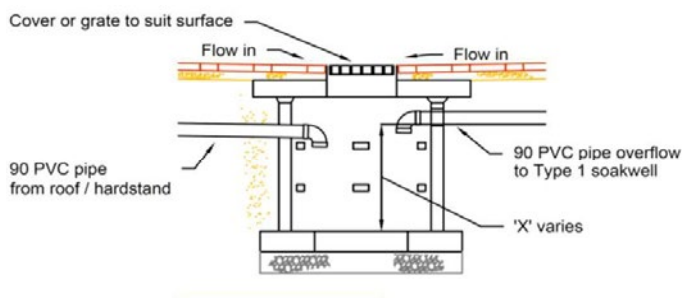
Annexure – Stormwater details

Date: 18/3/2026 Job No H23045

TYPE 1 : SOAKWELLS WITH SURFACE OVERFLOW



TYPE 2 : CONNECTED SOAKWELL



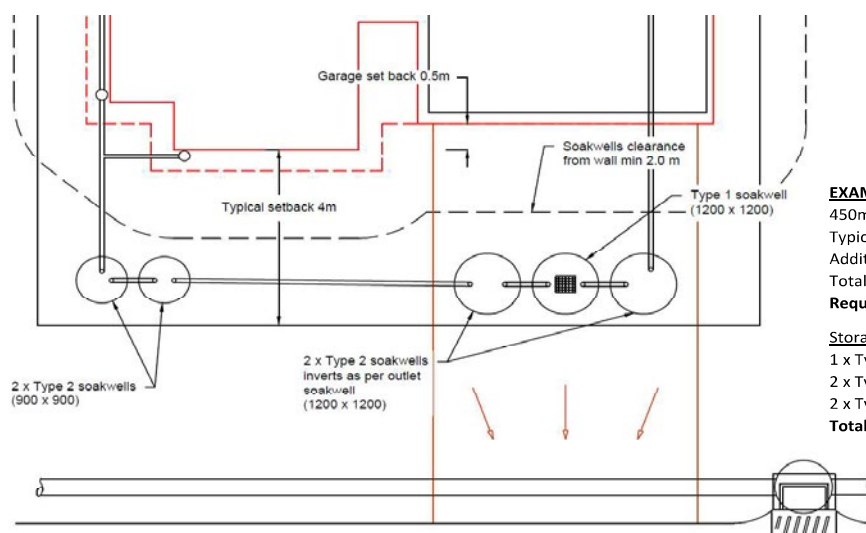
RESIDENTIAL LOT SOAKWELL REQUIREMENTS

- 15mm on lot retention
- Lots with front driveway access to have soakwells at the front of lot
- Excess stormwater runoff via overflow from grated covers to street drainage system
- 900mm max depth of soakwell recommended

SOAKWELL VOLUMETRIC CAPACITY TABLE (M³)

Depth (mm)	600mm dia.	900mm dia.	1050mm dia.	1200mm dia.	1500mm dia.	1800mm dia.
600	0.17	0.38	0.52	0.68	1.06	1.53
900	0.25	0.57	0.78	1.02	1.59	2.29
1200	0.34	0.76	1.04	1.36	2.12	3.05

SAMPLE CONFIGURATION & CALCULATION



EXAMPLE

450m² lot site (15*30m)
 Typical 4 bed 2 bath: 240 m²
 Additional connection hardstand (50%): 105 m²
 Total Connected Impervious Area: 345 m²
Required Soakwell Storage for 15 mm: 5.18 m³

Storage System:

1 x Type 1 (1200x1200): 1.36 m³
 2 x Type 2 (1200 x 1200): 2.72 m³
 2 x Type 2 (900*900): 1.14 m³
Total Provided: 5.22 m³

Source: Urbaqua UWMP (2015), City of Armadale Stormwater Handbook (undated)

hyd2o

Lots 16, 22, 48, & 49 Wollaston Avenue Haynes

Typical Soakwell Arrangements for Lots

Figure 1

Attachment A

Lots 16,22,48 & 49 Wollaston Ave Haynes

Soakwell storager equipment guide: indicative only

Indicative soakwell storage guide based on 15mm retention, lot size, and assumed 85% connected impervious area

Actual soakwell requirements are to be based on individual lot roof area and additional connected hardstand

Lot Numbers	Lot Size (m²)	Retain on Site (mm)	Assumed Connected Impervious Area to Soakwells(%)	Soakwell Volume Required (m³)
361, 362, 363, 364, 365, 366, 367, 370, 371, 372, 373, 374, 375	190	15	85%	2.4
368, 369, 376	224	15	85%	2.9
360	232	15	85%	3.0
277	266	15	85%	3.4
275,276	268	15	85%	3.4
256	298	15	85%	3.8
257,258	300	15	85%	3.8
289,319	310	15	85%	4.0
323	313	15	85%	4.0
280,281,282,283,284,285,286,287,288,291,292,293,294,304,314,342, 344	315	15	85%	4.0
269,270,274	320	15	85%	4.1
352,353,354	322	15	85%	4.1
268	333	15	85%	4.2
355	346	15	85%	4.4
220	350	15	85%	4.5
320,321	355	15	85%	4.5
259	358	15	85%	4.6
302	360	15	85%	4.6
215	363	15	85%	4.6
301	364	15	85%	4.6
218,219	366	15	85%	4.7
261,262,263,264,265,266	366	15	85%	4.7
211,331,332	370	15	85%	4.7
290,310	371	15	85%	4.7
316	374	15	85%	4.8
212,213,214,229,230,231,232,233,234,243,244,245,246,247,248,295, 296,297,305,306,307,308,311,312,313,325,326,327,328,329,330,333, 334,335,336,337,338,341,343,345,346	375	15	85%	4.8
272	376	15	85%	4.8
207	377	15	85%	4.8
271	381	15	85%	4.9
208	382	15	85%	4.9
324,339	383	15	85%	4.9
273	386	15	85%	4.9
299	387	15	85%	4.9
221,222,223,224	388	15	85%	4.9
322	393	15	85%	5.0
300	401	15	85%	5.1
260	410	15	85%	5.2
205	415	15	85%	5.3
228,249	420	15	85%	5.4
201	423	15	85%	5.4
217	425	15	85%	5.4
340	437	15	85%	5.6
202,203,204,209,210	438	15	85%	5.6
298	440	15	85%	5.6
309,347	446	15	85%	5.7
206	447	15	85%	5.7
235,236,237,240,241,242	450	15	85%	5.7
216	456	15	85%	5.8
315	460	15	85%	5.9
238	470	15	85%	6.0
239	471	15	85%	6.0
267	473	15	85%	6.0
225	475	15	85%	6.1
317	479	15	85%	6.1
351	482	15	85%	6.1
318	518	15	85%	6.6
303	635	15	85%	8.1